



METROPOLITAN TRANSPORTATION COMMISSION
SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS

SCOTT HAGGERTY, CHAIR
Alameda County

September 14, 2009

ADRIENNE J. TISSIER, VICE CHAIR
San Mateo County

**INVITATION FOR BID
Letter of Invitation
For Site Mitigation to the
Bay Area Call Box System**

TOM AZUMBRADO
*U.S. Department of Housing
and Urban Development*

TOM BATES
Cities of Alameda County

DEAN J. CHU
Cities of Santa Clara County

DAVE CORTESE
Association of Bay Area Governments

CHRIS DALY
City and County of San Francisco

Dear Contractor:

The Metropolitan Transportation Commission Service Authority for Freeways and Expressways (MTC SAFE) invites your firm to respond to this Invitation for Bid (IFB) for:

Site Mitigation to the Bay Area Call Box System

MTC SAFE is soliciting bids for a Contractor to improve the accessibility of call box sites, a project to be completed by November 2011.

MTC SAFE was established in June 1988 as the service authority for the nine counties of the Bay Area. The entity provides motorist assistance programs including the call box program funded by an annual \$1 per vehicle DMV registration fee. Under legislation, MTC SAFE maintains sole ownership of call boxes that are on the freeways, highways, county roads and expressways, with exceptions to the call boxes in the Caldecott Tunnel, Posey and Webster Tubes. Caltrans and the California Highway Patrol are partnering agencies. Almost half of these call box sites require site accessibility improvements due to their location behind guardrails, or curbs.

This letter, together with the Instructions to Bidders and Bidding Requirements, General Conditions, Special Conditions, Specifications, Bid and Reference Forms and MTC SAFE Purchase Order Form comprise the IFB for this project. Responses to the IFB are to be submitted in accordance with the instructions stated herein.

Bid Submission

Interested bidders must submit their bids in sealed envelopes by 4:00 p.m. on Tuesday, October 13, 2009. **Bids received after that date and time will not be considered. All bids must be completed and submitted on the enclosed Bid Form, Appendix B, in order to be considered. Appendix C, Reference Form, and Appendices E-2, E-3, E-5, and E-6 must be submitted with the bid.** Bidders who do not complete all appendices risk being found non-responsive. A submitted bid shall be considered a firm offer to enter into a contract for the services. Bids must be honored for a period of 90 days from date of submittal.

To receive any addenda to this IFB, you must notify the Project Manager in writing (e-mail or fax is acceptable) at least one week prior to the due date for bids.

STEVE HEMINGER
Executive Director

ANDREW B. FREMIER
Deputy Executive Director

MTC SAFE Point of Contact

Bids and all inquiries relating to this IFB should be submitted to the Project Manager at the address shown below. For telephone inquiries, call (510) 817-5937. Email inquiries may be directed to jfox@mtc.ca.gov.

Joanna K. Fox, Project Manager
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, California 94607-4700

Disadvantaged Business Enterprise Participation

Disadvantaged Business Enterprises (DBEs) and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Supplier should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.

Bidders are required to document their activities in the solicitation and selection of subcontractors on *Appendix E-5, Bidders List of Subcontractors (DBE and Non-DBE), Parts I and II*. For the complete DBE participation provisions applicable to this procurement see *Appendix E-4*.

Minimum Qualifications

To be eligible to submit a bid, a bidder must have;

- 1) A valid California State Contractor's License
- 2) Successfully completed three (3) other construction contracts related to emergency roadside call boxes or similar projects on freeway shoulders within the last 5 years.
- 3) Successfully completed at least one (1) project pertaining to Call Box site upgrades within the last year.

Bidders may be required to verify these qualifications prior to the award of contract.

Other Qualifications

In addition to the qualifications listed above bidders must have current knowledge of Call Box and Americans with Disabilities Act (ADA) requirements and guidelines.

Bidder Selection Timetable

Tuesday, September 29, 2009, 2:00 pm	Conference, MTC, 3 rd Floor "Fishbowl" Conference Room, 101 Eighth St. Oakland, CA
Tuesday, October 13, 2009, 2:00 p.m.	Closing date & time for receipt of bids & bid opening.
Friday, November 13, 2009	MTC Operations Committee consideration of recommendation for award
November, 2009 (approximate)	Issuance of Purchase Order
November 30, 2011	Installation and Inspection of Site Improvements completed

General Conditions

MTC SAFE reserves the right to award a contract or to reject all bids.

A signed MTC SAFE Purchase Order (*Appendix D*) mailed or delivered to a particular bidder shall constitute a binding contract, which incorporates this IFB and its addenda, if any, and all documents referenced herein, any deviations from the specifications expressly accepted by MTC SAFE, and all terms and conditions of the Purchase Order.


Attention is directed to the Special Conditions to the insurance and bonding requirements on page 10, Section III.N, and page 12, Section III.Q respectively. Any objections to the insurance or bonding requirements must be brought to the attention of the MTC SAFE Project Manager *at least* one week prior to the due date for bids otherwise, compliance with the insurance and bonding requirements will be assumed.

Authority to Commit MTC SAFE

The Executive Director of MTC SAFE will recommend the successful bidder to the SAFE Operation Committee, which will commit MTC SAFE to the expenditure of funds in connection with this IFB.

Thank you for your participation.

Sincerely,



Ann Flemer
Deputy Executive Director, Policy

AF: AF/JF

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INVITATION FOR BID

by

**METROPOLITAN TRANSPORTATION COMMISSION SERVICE AUTHORITY FOR
FREEWAY AND EXPRESSWAYS**

for

SITE MITIGATION to the BAY AREA CALL BOX SYSTEM

September 14, 2009

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

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I. INSTRUCTIONS TO BIDDERS AND BIDDING REQUIREMENTS

A. Directions

This package contains the specifications regarding the work to be done and the schedule. (See Appendix A, **Scope of Work**). **All bids must be completed and submitted on the enclosed Bid Form, Appendix B, in order to be considered. Appendix C, Reference Form, and Appendices E-2 and E-3, Lobbying and Debarment Certificates, and Appendix E-5, Bidder's List of Subcontractors (DBE and Non-DBE)- Part I and Part II** must also be submitted. Bidders who do not complete all appendices risk being found non-responsive.

The provisions set forth below specify the standards by which bids will be received and considered by MTC SAFE. Bids not complying with these provisions may be considered non-responsive by MTC SAFE.

Your bid package shall include the following:

- Signed Bid Form (*Appendix B*)
- Completed Reference Form (*Appendix C*)
- Lobbying and Debarment Certificates (*Appendices E-2 and E-3*), and
- Bidder's List of Subcontractors (DBE and Non-DBE)-Part I & II (*Appendices E-5*)

B. Definitions

1. **MTC SAFE**: Metropolitan Transportation Commission Service Authority for Freeway and Expressways
2. **Bidder**: An individual, firm, partnership, corporation, or combination thereof, submitting a bid.
4. **Contractor**: The Bidder to whom a purchase order or contract is mailed or otherwise offered.
5. **Bid**: The forms included in this IFB become a bid when completed properly by a Bidder and submitted to MTC SAFE.
6. **Contract**: A signed MTC SAFE Purchase Order (*Appendix D*) mailed or delivered to a particular bidder, shall constitute a binding contract, which incorporates this IFB, and its addenda, if any, all documents referenced herein, any deviations from the specifications expressed and accepted by MTC SAFE, and all terms and conditions of the Purchase Order.

C. Preparation of Bid

1. General

All prices and quotations shall be written legibly by computer printer, typewriter or pen and ink. No erasures shall be made. Errors may be crossed out and corrected by typewriter or pen and ink adjacent to the item crossed out. Each correction shall be initialed in ink by the person signing the bid.

2. Bid Price

The bid price shall include all costs of labor, materials, equipment, tools, machinery, utilities, transportation, license or permit fees, overhead, and profit and all other services necessary for proper execution and completion of the work.

3. Taxes

The total bid price shall include full compensation for all applicable federal, state, and local taxes, as may be appropriate.

4. Irregular Bids

Bids may be rejected if they show such irregularities as: any alteration of form, additions not called for, conditional bids, incomplete bids, indefinite or ambiguous bids, obviously unrealistic or unbalanced prices, or a signature by other than an authorized person.

5. Conditional Bids

No condition included in a bid shall be binding upon MTC SAFE if in conflict with, inconsistent with, or in addition to the terms and conditions of this IFB, unless expressly accepted in writing by MTC SAFE.

6. Addenda and Interpretations

MTC SAFE will not be responsible for any oral interpretation of the meaning of the requirements or specifications in this IFB. Every request for such interpretation shall be in writing addressed to: Attention: Joanna K. Fox MTC, 101 - 8th Street, Oakland, CA 94607-4700. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed and/or faxed with a request for confirmation, to all bidders who have requested addenda. All addenda so issued shall become part of the Contract Documents.

7. Deviations

MTC SAFE reserves the right to permit deviations from the specifications if an article offered is deemed by MTC SAFE to be of as good quality and as satisfactory for its intended use as an article fully meeting specifications. Unless exceptions are noted by Bidder, the article offered will be assumed to be in accordance with specifications indicated.

8. Examination of Plans, Specifications and Sites

The Bidder shall satisfy him/herself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a bid shall be *prima facie* evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

9. Submission

Only bids submitted on the furnished bid form will be considered. Bids received after the date and time indicated for receipt of bids will not be considered. Bidders will be solely responsible for the delivery of the bid to MTC SAFE by the time, on the date, and at the location indicated for receipt of bids.

10. Withdrawal Before Bid Opening

No bid may be modified; however, a bid may be withdrawn by written request, signed by the individual who signed the bid or his authorized representative, and received by MTC SAFE prior to the time indicated for receipt of bid.

11. Protest of Specifications

Prospective bidders may submit written protests of IFB specific specifications on the grounds that the specifications are biased, unduly restrictive, discourage competition, or do not comply with state or local law or regulation no later than seven (7) calendar days prior to the date bids are due. Such protests will be reviewed by MTC SAFE and responded to prior to bid opening. If appropriate, the time of bid opening will be extended to accommodate any changes in the IFB.

12. Relief of Bidder after Bid Opening

Unless MTC SAFE in its sole discretion elects otherwise, a Bidder shall not be relieved of his bid nor shall any change be made in his bid because of mistake. If a Bidder requests relief and MTC SAFE agrees to consider such request, it will be such Bidder's responsibility to establish that:

- (a) A mistake was made;
- (b) The Bidder gave MTC SAFE written notice of the mistake within five days after the opening of bids, specifying in detail how the mistake occurred;
- (c) The mistake made the bid materially different than the Bidder intended it to be; and
- (d) The mistake was made in filling out the bid and was not due to error in judgment or to carelessness in reading the IFB or referenced documents.

D. Award of Contract

1. Bid Opening

Bids will be opened publicly and publicly announced at MTC's offices, at the address, on the date, and at the hour indicated herein for the receipt of bids. Bidders are invited (not required) to be present.

2. Duration of Offer

A signed bid is deemed to be an offer to enter into a contract for services bid and is firm for the period of time stated in the Letter of Invitation, unless extended by the bidder.

3. Discretion of MTC SAFE

MTC SAFE reserves the right to reject any and all bids and to waive informalities and minor irregularities in bids received, other provisions herein notwithstanding.

4. Selection of Contractor

The award, if an award is made, will be to the responsible Bidder, whose bid, conforming in all material respects to the terms and conditions of this IFB, is the lowest in price for the work requested.

5. One Bid

If MTC SAFE receives only one bid and that bid is made on terms differing from those set forth herein, MTC SAFE may, at its discretion, accept such terms as responsive.

6. Selection Disputes

A bidder may protest the selection of a Contractor on the grounds that MTC SAFE procedures, the provisions of this IFB, or applicable provisions of state or local law have been violated or inaccurately and/or inappropriately applied by submitting to the Project Manager a written explanation of the basis for protest no later than three (3) working days after the date on which the contract is authorized by MTC Operations Committee or the date the firm is notified that it was not selected, whichever is later, for objections to consultant selection.

Protests must clearly and specifically describe the basis for the protest in sufficient detail for the MTC SAFE review officer to recommend a resolution to the Executive Director. The Executive Director will respond to the protest in writing, based on the recommendation of a MTC SAFE review officer. Authorization to award a contract to a particular firm by the MTC Operations Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the protesting proposer wish to appeal the decision of the executive Director, it may file a written appeal with the MTC Operations Committee, no later than three (3) working days after receipt of written response from the Executive Director. The Operation Committee's decision will be the final agency decision.

MTC SAFE's decision to award a contract to a Contractor shall be conditioned upon the expiration of the protest period.

II. GENERAL CONDITIONS

A. *Independent Contractor*

Contractor is an independent contractor and not an employee or agent of MTC SAFE and has no authority to contract or enter into any other agreement in the name of MTC SAFE. Contractor has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by Contractor who are assisting in the performance of services under this Agreement. Contractor shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Contractor shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

B. *Changes to Purchase Order*

Any material changes to the terms of the Purchase Order shall require a written amendment to the purchase order, signed by the MTC SAFE Executive Director or a designated representative

and Contractor. No claim for additional compensation shall be recognized unless contained in a duly executed amendment.

C. Termination

1. Termination for Convenience

MTC SAFE may, by written notice stating the extent and effective date, terminate its contract with the Contractor for convenience in whole or in part, at any time. MTC SAFE shall pay the Contractor as full compensation for performance until such termination: the pro rata price for the period of performance up to the time of termination and reasonable termination costs. In no event shall MTC SAFE be liable for any loss of profits on the portion of the contract so terminated.

2. Termination for Default

If Contractor becomes insolvent, assigns or subcontracts the work without MTC SAFE approval, does not deliver the work specified in the Contract or fails to perform in the manner called for, or fails to comply with any other material provision of the Contract, MTC SAFE may terminate the Contract for default. Termination shall be effected by serving a ten (10) day advance written notice of termination on Contractor, setting forth the manner in which Contractor is in default. If Contractor does not cure the breach or propose a plan and schedule for curing the breach acceptable to MTC SAFE within the ten (10) day period, the Contract shall be deemed terminated.

MTC SAFE shall pay the Contractor as full compensation for performance until such termination the amount which would be payable under the Contract, offset by any costs incurred by MTC SAFE to correct or complete work required under the Contract, including the difference between Contractor's price for the contract and any higher price paid to another Contractor retained to complete the work.

If it is determined by MTC SAFE that Contractor's failure to perform resulted from unforeseeable causes beyond the control of Contractor, such as a strike, fire, flood, earthquake or other event that is not the fault of, or is beyond the control of Contractor, MTC SAFE, after setting up a new delivery or performance schedule, may allow Contractor to continue work, or treat the termination as a termination for convenience.

D. Indemnity

Contractor agrees to indemnify, and hold MTC SAFE, MTC, their commissioners, officers, employees and agents harmless from all claims, demands, suits, losses, damages, injury, and liability, direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act, or failure to act of Contractor, its officers, agents, employees and subcontractors or any of them, under or in connection with this IFB; Contractor agrees at its own cost expense and risk to defend any and all claims, demands, suits, or other legal proceedings brought or instituted against MTC SAFE, MTC, their commissioners, officers, agents, and employees, or any of them arising out of such acts or failure to act, and to pay and satisfy any resulting judgments.

E. Assignment

The Contractor shall not assign any right, duty or responsibility in this contract without the prior written consent of MTC SAFE thereto; provided however, that claims for money due or to become due to Contractor from MTC SAFE under this Contract may be assigned without such

approval. Notice of any such assignment shall be furnished promptly to MTC SAFE, and any such assignment shall be subject to all authorized withholdings in favor of MTC SAFE.

F. Choice of Law

All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of the State of California.

G. Prohibited Intent

No member, officer or employee of MTC SAFE during his/her tenure shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

H. Construction Contract Provisions

General Conditions for construction contracts are included in this IFB as *Appendix I*.

I. Cooperation Between Contractors

MTC SAFE reserves the right to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless MTC SAFE from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

III. SPECIAL CONDITIONS

A. Minimum Qualifications

To be eligible to submit a bid, a bidder must have successfully completed three (3) other construction contracts related to emergency roadside call boxes or similar projects on freeway shoulders. An extensive knowledge of call box and their technology is not required.

Bidders may be required to verify these qualifications prior to the award of contract.

Minimum Qualifications

To be eligible to submit a bid, a bidder must have;

- 1) A valid California State Contractor's license;
- 2) Successfully completed three (3) other construction contracts related to emergency roadside call boxes or similar projects on freeway shoulders within the last 5 years; and
- 3) Successfully completed at least one (1) project pertaining to Call Box site upgrades within the last year.

Bidders may be required to verify these qualifications prior to the award of contract.

Other Qualifications

In addition to the qualifications listed above bidders must have current knowledge of Call Box and Americans with Disabilities Act (ADA) requirements and guidelines.

B. Period of Performance

Contractor shall perform call box site improvements and modifications from start of contract on or about November 13, 2009, and shall complete improvements by November 30, 2011.

C. Subcontractors

Bidders may subcontract portions of the work to be performed under the contract but must notify MTC SAFE of the subcontracted work. Bidders shall be held responsible for all work conducted through a subcontractor.

D. Inspection and Acceptance by MTC SAFE

1. Inspection

The MTC SAFE Project Manager will monitor the work of the Contractor. The MTC SAFE designated Inspector will certify each call box site submitted by Contractor to the MTC SAFE for billing. All performance, which includes services, materials, supplies and equipment furnished or utilized in the performance of this contract, and workmanship in the performance of services shall be subject to inspection and test by MTC SAFE or its designated inspector at all times during the term of the contract. The Contractor shall provide adequate cooperation to the Inspector assigned by MTC SAFE to permit the inspector to determine the Contractor's conformity with these specifications and the adequacy of the services being contractually provided.

2. Acceptance

Certification of each call box site by the MTC SAFE project manager of the designated Inspector shall be a requirement prior to payment.

If any services performed hereunder are not in conformity with the specifications and requirements of this contract, MTC SAFE shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total contract amount, prior to acceptance. When the services to be performed are of such nature that the difference cannot be corrected, MTC SAFE shall have the right to (1) require the Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the contract, and (2) reduce the price to reflect the reduced value of the services performed.

In the event that Contractor fails to perform the services promptly or take necessary steps to ensure future performances of the service in conformity with the specifications and requirements of the contract, MTC SAFE shall have the right (1) to terminate these contract for default as provided above; and (2) by contract or otherwise to have the services performed in conformity with the contract specifications and charge to the Contractor any cost occasioned to MTC SAFE that is directly related to the performance of such services.

E. Notices

All notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To MTC SAFE: Attention: Joanna Fox, Project Manager
MTC SAFE
101 - 8th Street
Oakland, CA 94607-4700
Fax: 510.817-5848
Email:<jfox@mtc.ca.gov>

To Contractor: Signator of Bid form
Address on Bid Form
Address on Bid Form
Fax number on Bid Form
Email address on Bid Form

F. Guaranty

The Contractor guarantees that the services will be performed in a professional manner by qualified personnel. Upon receiving notification from MTC SAFE that a defect is detected, the Contractor shall repair or replace the work performed initially, without cost to MTC SAFE, and to MTC SAFE's satisfaction. The Contractor's guaranty excludes damage or defect caused by abuse by MTC SAFE or modifications not executed by the Contractor. The Contractor guarantees to arrive promptly at the date and time scheduled with the MTC SAFE Project Manager prepared to perform the tasks as specified in *Appendix A, Scope of Work*.

H. Scheduling

Contractor shall not commence any work until a meeting between the Contractors and MTC SAFE's Project Manager is held. The meeting will be held at a time and date to be established by the MTC SAFE Project Manager. No work will be done unless authorized by the MTC SAFE Project Manager. Contractor must be able to perform the work specified in *Appendix A, Scope of Work*, no later than November 30, 2011.

I. Contract Arrangements

MTC SAFE shall issue a Purchase Order (PO) to the successful Contractor that shall incorporate this IFB, the Contractor's bid, and all terms and conditions set forth in the PO. General Conditions of the MTC SAFE PO are included in this IFB as *Appendix D*.

J. Examination of Specifications and Sites

Bidders shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a bid shall be prima facie evidence that a Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications. Failure to do so will be at Proposers' own risk and they cannot secure relief on the plea of error.

K. Unknown Obstructions

Should any unknown obstruction be encountered during the course of this contract the Contractor immediately bring it to the attention of the MTC SAFE Project Manager. The Contractor shall be responsible for the protection of all employees, existing equipment, furniture, or utilities encountered within the work area.

L. Measurements

It is the responsibility of the bidder to make all measurements to determine his/her bid price. MTC SAFE will not be responsible for determining the quantities of materials necessary to complete the work specified.

M. Supplies

Contractor is to provide all necessary supplies and to include the costs of such supplies in its bid. A list of all supplies to be used by the Contractor is to be provided to and approved by the MTC SAFE Building Manager prior to use. The Material Safety Data Sheets (MSDS) or equivalent information on each product used is to be attached to the list.

N. Insurance

Note: These insurance requirements are additional requirements to the Purchase Order Terms and Conditions, listed in *Appendix D*, and Contractor must fully comply with the requirements listed below.

1. **Minimum Coverage:** Contractor shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

1.1 Workers' Compensation insurance in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of Contractor's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC SAFE. Such Workers Compensation & Employers Liability may be waived, if and only for as long as contractor is a sole proprietor with no employees.

1.2 Commercial General Liability insurance for Bodily Injury and Property Damage liability, covering the operations of Contractor and Contractor officers, agents, employee and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000 applying separately to this project, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.

1.3 Business Automobile insurance for all automobiles owned, used or maintained by Contractor and Contractor officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.

1.4 Property Insurance. Contractor at Contractor's expense shall obtain a policy or policies of insurance covering loss or damage, including loss of use, to any and all MTC SAFE real, personal and intellectual property, notwithstanding such property being in the care, custody or control of the Contractor, in an amount equal to the full replacement value thereof, as same may exist from time to time. Coverage shall be secured for the life of the project, within the definition, "All Risk," or "Special Form," and shall include coverage for installation and testing of any equipment that is to be installed or become part of any real property. If such insurance coverage has a deductible clause, the Contractor shall be also liable for the deductible.

1.6 Umbrella. Contractor will carry umbrella insurance in the amount of \$2,000,000 that provides excess limits over Employers Liability, Auto Liability, and General Liability as outlined above.

2. **Deductibles:** Any deductibles or self-insurance retentions over \$25,000 are subject to the approval of MTC SAFE.
3. **Notice of Termination:** All Contractor policies shall provide that the insurance carrier shall give written notice to MTC SAFE at least 60 days prior to cancellation, non-renewal or material change of coverage in the policy or policies, and shall provide notice of such change to MTC SAFE and any other additional insured.
4. **Additional Provisions:** Each policy or policies of insurance described in Paragraph 1.2, Commercial General Liability Insurance, above shall contain the following provisions:
 - 4.1. Inclusion of MTC SAFE, its directors, officers, representatives, agents and employees, as additional insured's with respect to work or operations in connection with this Agreement.
 - 4.2. Endorsement providing that such insurance is primary insurance and no insurance of MTC SAFE will be called on to contribute to a loss.
5. **Certificates of Insurance:** Promptly on execution of this Agreement and prior to commencement of any work hereunder, Contractor shall deliver to MTC SAFE Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof. Contractor agrees, upon written request by MTC SAFE, to furnish copies of such policies or endorsements required under the Agreement prior to the Effective Date of the Agreement.
6. **Disclaimer:** The foregoing requirements as to the types of limits of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant hereto, including, but not limited to, liability assumed pursuant to Section II, Paragraph D, Indemnification, above.
7. **Subcontractor's Insurance:** Contractor shall require each of its subcontractors to provide the aforementioned coverages, unless such coverages are waived or reduced in writing by the MTC SAFE Project Manager.

O. Prevailing Wage Rates, Apprenticeship and Payroll Records

The Contractor shall comply with California Labor Code Sections 1720 *et seq.* and Title 8 of the California Code of Regulations Sections 16000 *et seq.* governing the payment of prevailing

wages, as determined by the Director of the California Department of Industrial Relations. In particular, the Contractor's attention is drawn to Labor Code Sections 1770 (payment of prevailing wage rate), 1775 (penalty for non-payment), 1776 (payroll records), and 1777.5 (use of apprentices). The selected Contractor will be provided with the labor certification set forth in Labor Code Section 1861 upon notification of award and must return a signed certification prior to performing work.

P. Injury Prevention

As part of MTC SAFE's Injury Prevention Program (IPP) established pursuant to California Labor Code Section 6401.7, Contractor may be required to provide MTC SAFE with a description of Contractor's IPP and, specifically, of methods and procedures for identifying and using safe conditions and work practices at the worksite while performing specified work.

Q. Bonding

The Contractor shall furnish a Labor and Material Payment Bond in an amount equal to 100% of the total bid amount. The Payment Bond shall be made in favor of MTC SAFE, on a form provided by MTC SAFE executed by a surety company acceptable to MTC SAFE (Best Guide Rating of "A+10" or better) and authorized to execute such in the State of California; and shall be furnished within five (5) days of receipt of Notice to Award from MTC SAFE. The Payment Bond shall secure the payment of the claims of laborers, mechanics or material men employed on the work under Contract and shall be in full force and effect until all work is accepted by MTC SAFE and all claims for materials and labor have been paid. Changes in the Scope of work and/or Specifications (*Appendix A*) or any other part of the contract including time extensions, may be made without securing consent of the surety or securities on the contract bond and shall in no way release Contractor from its obligations hereunder.

R. Withheld Amounts and Final Payment

MTC SAFE shall withhold, as a retainage, 5% of the value of each payment due hereunder until all services required under this Agreement have been completed and accepted by MTC SAFE. Final payment of any balance due Contractor, including any amounts withheld, will be made promptly after satisfactory completion of the work under this Agreement, and after receipt and written acceptance by MTC SAFE of the work required under this Agreement.

APPENDIX A,

SCOPE OF WORK AND SPECIFICATIONS FOR CALL BOX SITE IMPROVEMENTS

A. Background information

The Americans with Disabilities Act (ADA) of 1990 set forth guidelines for accessibility to places of public accommodation and commercial facilities by individuals with disabilities. To bring the Bay Area Call Box system into compliance with ADA requirements, MTC SAFE performed a comprehensive site survey cataloging the physical state of every call box in the system in March of 2009. The survey identified 931 sites in need of mitigation to be compliant. Other potential site improvements include, but are not limited to, pad replacements, path installations, backwall removal, and site conversions.

B. Initial Site Inspection

Contractor shall complete an initial evaluation of each call box site to determine if problems exist that would prevent the site upgrade from being completed in full within 24 hours. The primary goal is to avoid any issues that might prevent the site upgrade and therefore cause schedule slippage.

The evaluation should include a check for box functionality, communication issues, and existing structures and concrete that requires removal. Communication issues that might affect work include, but are not limited to, moving a landline call box. All landlines, scheduled to move need to be noted. If landline call boxes cannot be moved without assistance from the phone company, other solutions can be proposed by Contractor.

Contractor shall document and report all problems that would prevent the installation from being completed. Documentation should include pictures, if needed, and a detailed description of the problem. A walkthrough will be conducted with an MTC SAFE representative, who will provide an independent evaluation of the problem and a cost estimate. If applicable, the Contractor shall provide an estimate to complete the necessary repairs as a potential task work order.

C. Project Coordination and Scheduling

The work specified in this IFB will be coordinated and scheduled in conjunction with the MTC SAFE Project Manager, with the final say given to the MTC SAFE Project Manager. The Project Manager must be notified as soon as possible of any problems encountered during the project execution. Contractor will be required to submit a performance schedule to the Project Manager prior to beginning work. Changes in the performance schedule must be approved in writing in advance by the MTC SAFE Project Manager. Coordination with the Call Box maintenance contractor may be required. Contractor is responsible for obtaining all necessary permits, lane and shoulder closure approvals, and traffic control to complete specified work. All work under this contract will be completed by November 30, 2011.

D. Certification Process

Contractor shall submit weekly reports to the MTC SAFE Project Manager. Each report shall identify the Call Box locations where work was completed and the work performed at each

location. All work will be inspected by MTC SAFE or its designated inspector to ensure compliance with the access specifications and improvements listed in *Appendix F* of this IFB.

E. Specific Site Improvement Descriptions

Call box sites requiring mitigation fall into one of the following types:

Site Type	Description
Type A	Installed at-grade, in soil. Back of box facing on-coming traffic.
Type B	Installed in a cut-slope.
Type C	Installed on an in-fill slope.
Type D	Mounted on a soundwall. Right side of box facing on coming traffic.
Type E	Installed behind a k-rail or concrete barrier. Right side of box facing on coming traffic.
Type F	Installed behind a guardrail. Right side of box facing on coming traffic.
Type G	Installed at-grade in concrete. Back of box facing on-coming traffic.
Type H or K	Installed on k-rail or concrete barrier. Right side of box facing on coming traffic.
Type L	Installed behind a curb. Right side of box facing on coming traffic.
Type M	Installed at grade, in soil. Right side of box facing on coming traffic.

For pictures of different Call Box Site Types, see *Appendix G*.

The following tasks describe the physical work that will need to be undertaken for specific call box sites:

1. Site Conversions

Call box sites requiring conversions are currently either behind guardrails (Site type E or F) or behind a curb (site type L). These call boxes will need to be modified to a different site type that meets ADA standards and is appropriate for the current condition of the site according to the list in *Appendix F*.

2. Pad Replacement

Call box site types A, B, and C without a concrete pad or with an existing 3' x 3' pad will need a new 5' x 5' pre-fabricated armor cast concrete pad (minimum thickness of 3"). Old pads shall be disposed of at Contractor's expense. Any pads installed shall be at the same grade as the shoulder or dirt surrounding the pad area to allow for wheelchair access. A list of call boxes requiring a pad replacement is attached in *Appendix F*.

3. Asphalt Paths

Call box sites in which the right hand shoulder of the highway does not meet up with the call box pad may require an asphalt path to provide access. In such cases, the Contractor shall pave a path of the same width as the pad (5') up to the call box pad. This may not be applicable to all call box sites with gaps between the shoulder and pad. Contractor shall use their best judgment and provide a list of call boxes to the MTC SAFE Project Manager in which paving an asphalt path is not feasible. Contractor shall submit a proposal of an alternate resolution for these sites, subject

to Project Manager approval. There are approximately 150 sites requiring some form of new asphalt path. The average length of new path is 9 feet. Path lengths listed in *Appendix F* are an approximation and not meant to dictate the exact length of asphalt path necessary at each site. Contractor shall use their best judgment in determining the exact length of asphalt path necessary to achieve ADA compliance. A list of call boxes requiring asphalt paths is detailed in *Appendix F*.

4. Relocation of Call Box

Call box site mitigation may not be feasible in all locations due to the topography of the land or changes that have taken place since installation. Call boxes requiring relocation are identified in *Appendix F*. Suggested new locations will be provided to contractor, though final placement of the call box, required to achieve ADA compliance, is at the discretion of Contractor, subject to MTC SAFE Project Manager approval.

5. Removal of Call Box

Call Boxes with an “X” in the “Remove Call Box” column of *Appendix F* shall be completely removed. All components of the removed call box including the pole, solar panel, blue signs, housing, Armorcast pads, and handrails shall be delivered to the Caltrans maintenance yard at the San Francisco Bay Bridge. Other components such as the retaining wall and concrete pad shall be disposed at Contractor’s expense.

6. Backwall Removal

There are several Call Box sites in which the existing Backwall needs to be removed. Contractor shall remove the existing Backwall and smooth out the ground once removed. For a list of sites requiring a Removal of Backwall, see *Appendix F*.

7. Task Orders

Task Orders will be primarily used to make unanticipated repairs to equipment at Call Box locations. Contractor shall be compensated for its work under Task 7 as specified in one or more Task Orders, signed by MTC SAFE and Supplier. Payment terms may be based on acceptance of deliverables or time and materials, at the rates listed in reimbursement, depending on the requirements of each Task Order. For time and materials-based Task Orders, the hourly rates provided in *Appendix B₂* shall apply. The total amount available for Task Orders shall not exceed twenty thousand dollars (\$35,000). Task Order procedures and a sample Task Order are attached in *Appendices H-1 and H-2*.

**APPENDIX B,
BID FORM**

Description of Improvements	Quantity	Materials Cost	Labor Cost	Extended Price*
Task 1 – Site Conversion	644	\$	\$	\$
Task 2 – Pad Replacement	202	\$	\$	\$
Task 3 – Asphalt Path	3194 ft ³	\$	\$	\$
Task 4 – Relocation of Call Box	657	\$	\$	\$
Task 5 – Removal of Call Box	24	\$	\$	\$
Task 6 – Removal of Backwall	61	\$	\$	\$
Task 7- Task Orders	-	-	-	\$35,000
TOTAL BID PRICE		\$	\$	\$

*Prices are firm fixed sums including all applicable surcharges such as taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance.

KEY PERSONNEL

Name	Title	Expertise	Hourly Rate*

- The hourly rates listed include all applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, materials and supplies. These rates shall apply to task order work alone.

Minimum Qualifications:

Check either yes or no	<u>Yes</u>	<u>No</u>
Does your company have a valid California State Contractor's license?		
Has your company successfully completed three (3) other construction contracts related to emergency roadside call boxes or similar projects on freeway shoulders within the last 5 years?		
Has your company successfully completed at least one (1) project pertaining to Call Box site upgrades within the last year?		

Signature of Authorizing Official:

Name of Bidding Company	
Address	
Phone Number	
Fax Number	
Email	
License Number and Type	

By signing below you acknowledge and agree to provide the required services, and comply with all the terms and conditions (including all applicable insurance and bonding requirements) listed in this IFB.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	

(Attach a copy of your standard warranty to this, *Appendix B*, Bid Form)

NON-COLLUSION DECLARATION:

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

_____, declares that he or she is
(Bidder's Name)

_____ of _____,
(Title) (Company's Name)

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix to the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty or perjury under the laws of the State of California that the foregoing is true and correct.

Type/Print Appropriate Name, Title

Signature

Date

**APPENDIX C,
REFERENCE FORM**

Name of Bidding Company _____
Representative Name & Title _____
Phone Number _____

References must not be relatives of the Contractor's representative or owners. The references given must be for clients with contracts of a similar work scope to this project. References given must be for clients which will provide references which satisfy the minimum requirements detailed in the Invitation For Bids, Letter of Invitation For Site Mitigation to the Bay Area Call Box Systems.

Contractor's References (Provide at least 3)

1. Client's Name

Contact Person

Address

City & Zip Code

Phone Number &
Email

2. Client's Name

Contact Person

Address

City & Zip Code

Phone Number &
Email

3. Client's Name

Contact Person

Address

City & Zip Code

Phone Number &
Email

**ATTACHMENT C-2,
DESIGNATION OF SUBCONTRACTORS IN COMPLIANCE
WITH THE SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT**

Bidder:	
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Bidder shall completely fill in the firm below for each proposed subcontract in excess of one-half percent of Bidders's Total Contract Price, or, in bids for the construction of streets or highways, including bridges, in excess of one-half percent of the Bidders' Total Contract Price of \$10,000, whichever is greater, in compliance with the Public Contract Code

Name of Subcontractor	Address/City/State/Zip	Portion of Work/Bid Item

Total Contract Amount	\$	Amount to be Subcontracted:	\$	Percentage to be Subcontracted:	
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**APPENDIX D,
GENERAL CONDITIONS FOR MTC SAFE PURCHASE ORDERS**

1. DEFINITIONS

- a. MTC SAFE. Includes the Metropolitan Transportation Commission, the Metropolitan Transportation Commission Service Authority for Freeways and Expressways, or the Bay Area Transportation Authority.
- b. Contractor. The individual, firm, partnership, corporation or combination thereof to whom a Purchase Order is mailed or otherwise furnished by MTC SAFE.
- c. Contract. The legal agreement between MTC SAFE and the Contractor, which includes the terms of any written solicitation of Bids or Proposals and any deviation from the written specifications expressly accepted by MTC SAFE; the Contractor's bid, proposal, or offer; and all terms and conditions set forth in or attached to this Purchase Order. In the event of a conflict between one or more provisions of the Contract, the more specific or stringent provision with respect to Contractor's performance of the work shall apply.

2. ACCEPTANCE OF OFFER

This purchase order constitutes MTC SAFE's acceptance of Contractor's offer and becomes a binding contract, as defined above, when it is signed by MTC SAFE and mailed to Contractor. No revisions to or assignments of this order shall be valid unless in writing and signed by an authorized representative of MTC SAFE.

3. PERFORMANCE OF WORK

Contractor shall accomplish all the work and furnish all materials necessary for the completion of the work in a good, workmanlike and thorough manner and to the satisfaction of MTC SAFE, in accordance with the Contract.

4. CONTRACT PRICE

The firm fixed price(s) or other maximum payment set out in this purchase order, which includes full compensation to Contractor for performing all work required by the Contract, including all applicable federal, state and local taxes.

5. VARIATION IN QUANTITY, QUALITY OR PERFORMANCE

Any variation in the quantity, quality or performance of any item or service called for by this order shall be grounds for termination by default by MTC SAFE, as provided in 8a, unless approved by MTC SAFE in writing.

6. PACKAGING AND CRATING

All items shall be packed by Contractor in suitable containers for protection in shipment and storage. Prices set forth in this order include all charges for Contractor's packing, crating and marking for transportation to f.o.b. point.

7. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor.

8. TERMINATION

- a. If Contractor fails to comply with any of the provisions of the Contract, or in the event Contractor becomes the subject of a proceeding under state or federal law for relief of creditors, or if Contractor makes an assignment for the benefit of creditors, MTC SAFE shall have the right to hold Contractor in default and cancel this order in whole or in part. In each event, MTC SAFE may obtain the items covered by the cancelled order from another Contractor and, if Contractor was selected as a result of a competitive procurement process, Contractor shall reimburse MTC SAFE for the excess cost to MTC SAFE, if any.
- b. Without affecting its right to cancel this order under paragraph (a) above, MTC SAFE may terminate this order in whole or in part prior to shipment of goods or provision of services at no cost by providing written notice to the Contractor. In such event, MTC SAFE shall reimburse Contractor for non-recoverable costs incurred to date, not to exceed the Contract Price.

9. SCHEDULE

Unless otherwise agreed, material commitments and production arrangements should not be made by Contractor in excess of the amount or in advance of the time necessary to meet the specified delivery schedule. Time is of the essence in filling this order, and it is Contractor's responsibility to comply with MTC SAFE's delivery directions and/or schedule. Failure to deliver any item or provide any service called for by the contract within the time called for shall be grounds for termination for default as provided in 8.a.

10. INDEMNIFICATION

Contractor shall indemnify and hold harmless MTC SAFE and its officers, agents and employees from and against all claims, demands, suits, loss damage, injury and liability, including any and all costs and expenses incurred in connection therewith, however caused, resulting from, arising out of or in any way connected with Contractor's performance of the Contract, including delivery of materials or equipment to MTC SAFE at the time and point of delivery indicated when delivery is an obligation of Contractor under the Contract.

11. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an employee or agent of MTC SAFE.

12. PAYMENT

Contractor shall submit an invoice to MTC SAFE within thirty days after completion of work, unless otherwise specified in purchase order. MTC SAFE will pay invoices no later than thirty (30) days after their receipt conditioned upon approval of work done and amount billed. Invoices shall be made in writing and delivered or mailed to MTC SAFE as follows: Accounting Section, MTC SAFE, Joseph P. Bort MetroCenter, 101 Eighth Street, Oakland, CA 94607-4700.

**APPENDIX E-1,
FEDERAL REQUIREMENTS**

1. Equal Employment Opportunity. Supplier shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Supplier non-compliance, MTC SAFE may cancel, terminate or suspend the Agreement in whole or in part. Supplier may also be declared ineligible for further contracts with MTC.

Supplier and its subcontractors shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Supplier and its subcontractors shall post in conspicuous places, available to all employees and applicants for employment, a notice setting forth these provisions.

2. Disadvantaged Business Enterprise (DBE) and Small Business Enterprise Policy.

2.1. Disadvantaged Business Enterprise (DBE) Participation

A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Suppliers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Supplier, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Supplier shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Supplier to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

2.2. Performance of DBE Contractors and other DBE Subcontractors/Suppliers

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually

performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

3. Title VI of Civil Rights Act of 1964. Supplier agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and its implementing regulations in 49 CFR Part 21.
4. Debarment. In contracts over \$25,000, Supplier is required to certify, prior to executing a contract, that neither it nor its principals have been debarred from certain federal transactions by any Federal agency and to require any subcontractors with subcontracts over \$25,000 to provide a similar certification. (A copy of the required certification is included with this Appendix.)
5. Audit and Inspection of Records. Supplier shall permit the authorized representatives of DOT, Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA, and the Comptroller General of the United States to inspect and audit all data and records of the Supplier relating to its performance under this Agreement from the date of this Agreement until three (3) years after the close out of the federal grant from which this Agreement is financed, or four (4) years after the fiscal year of the expenditure, whichever is longer. This requirement must be passed along to subcontractors, excluding purchase orders not exceeding \$25,000.
6. Subcontractors
 - a. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the MTC SAFE and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Supplier agrees to be as fully responsible to the MTC SAFE for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly

employed by the Supplier. The Supplier's obligation to pay its subcontractors is an independent obligation from the MTC SAFE's obligation to make payments to the Supplier.

- b. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
 - c. Supplier shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Supplier by the MTC SAFE.
 - d. Any substitution of subcontractors must be approved in writing by the MTC SAFE's Project Manager in advance of assigning work to a substitute subcontractor.
7. Federal Grant Requirements. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on MTC SAFE as a recipient of federal funds are imposed on Supplier, including compliance with 49 CFR Part 18, FTA Circular 4220.1D and the current FTA Master Agreement, a copy of which is available through MTC.
8. Identification of Documents. All reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:
- The preparation of this report has been financed in part by grants from the Federal Transit Administration, U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.
9. Rights in Data. The Federal Government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which MTC SAFE or Supplier purchases ownership under this Agreement.
10. State Energy Conservation Plan. Supplier shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 *et seq.*).
11. Clean Air and Water Pollution Act. Supplier agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
12. Restrictions on Lobbying. In agreements over \$100,000, Supplier is required to execute a certificate indicating that no federal funds will be used to lobby federal officials and to disclose lobbying activities financed with non-federal funds. (Certificate attached.)

**APPENDIX E-2,
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(THIRD PARTY CONTRACTS AND SUBCONTRACTS OVER \$25,000)**

Instructions for Certification:

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MTC SAFE may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MTC SAFE if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MTC SAFE for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MTC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTC SAFE may pursue available remedies including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its “principals” [as defined at 49 CFR Section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date

(Signature of authorized official)

(Type/print name and title)

**APPENDIX E-3,
CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, _____ hereby certify on behalf of _____ that:
(name and title of grantee official) (name of grantee)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 2008.

By _____ (Signature of authorized official)

(Title of authorized official)

APPENDIX E-4, DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

1. TERMS AS USED IN THIS DOCUMENT

- *The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).*
- The term “bidder” also means “proposer” or “offerer.”
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Supplier.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Bidders/Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

A “Local Agency Proposer/Bidder-DBE (Supplier Contracts)-Information” form, Appendix E-6 will be included in the Agreement documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the bidder’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- D. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- E. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- F. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Bidder/Proposer may call (916) 440-0539 for web or download assistance.
 - B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at:
<http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the left menu titled Find a Certified Firm
 - Click on Query Form link, located in the first sentence
 - Click on Certified DBE's (UCP) located on the first line in the center of the page
 - Click on Click To Access DBE Query Form
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
- **“Start Search,” “Requery,” “Civil Rights Home,” and “Caltrans Home” links are located at the bottom of the query form**

**APPENDIX E-5,
BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) - PART I**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		<i>Age of Firm (Yrs.)</i>
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		<i>Age of Firm (Yrs.)</i>
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		<i>Age of Firm (Yrs.)</i>
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		<i>Age of Firm (Yrs.)</i>

Distribution: 1) Original - Local Agency File

BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) - PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		<i>Age of Firm (Yrs.)</i>
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		<i>Age of Firm (Yrs.)</i>
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		<i>Age of Firm (Yrs.)</i>
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		<i>Age of Firm (Yrs.)</i>

Distribution: 1) Original - Local Agency File

APPENDIX E-6, LOCAL AGENCY PROPOSER/BIDDER -DBE (CONSULTANT CONTRACTS) –INFORMATION

This information shall be provided by the successful Proposer/Bidder with the award document.				
Preliminary Engr.	Studies	Environmental Document	Prelim Design	
Final Design Right of Way	Right of Way Engineering	Right of Way Utility Relocation		
Construction	Construction Engineering	Construction Management		
AGENCY: MTC		LOCATION: 101 EIGHTH ST, OAKLAND, CA 94607		
PROJECT DESCRIPTION:				
CONTRACT NUMBER:				
FEDERAL-AID PROJECT NUMBER:				
TOTAL CONTRACT AMOUNT:		\$		
FEDERAL SHARE (For local agency to complete):		\$		
PROPOSAL/BID DATE:				
PROPOSER'S/BIDDER'S NAME:				
CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED ²	DBE Cert. No. AND EXPIRATION DATE	NAME OF DBEs ¹ (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Copies of the DBE quotes are helpful. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed above should be consistent with the names and items of work in the "List of Subcontractors" submitted with your bid pursuant to the Subcontractors Listing Law and the Special Provisions.			Total Claimed Participation	\$
				%
1. Enter DBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own DBE forces. 2. If 100% of item is not to be performed or furnished by DBE, describe exact portion of item to be performed or furnished by DBE.			Signature of Proposer/Bidder	
			Date (Area Code) Tel. No.	
			Person to Contact (Please Type or Print)	

CT Bidder - DBE Information (Rev 4/28/06)

Distribution: 1) Copy - Fax immediately to the Caltrans District Local Assistance Engineer (DLAE) upon award.
2) Copy - Include in award package to Caltrans District Local Assistance
3) Original – Local agency files

APPENDIX F, SITE IMPROVEMENTS

	Improvements						
Sign Number	Pad Replace Y/N	Site Change (Site Type)	Path (Length) IN FEET	Remove Call Box	Relocate (location) Y/N	Revisit (Y/N)	Remove Backwall (Y/N)
AL-013-0054	-	M	-	-	X	-	-
AL-013-0055	X	-	-	-	-	-	-
AL-013-0068	-	L	-	-	X	-	-
AL-013-0069	-	M	-	-	X	-	-
AL-013-0079	-	L	-	-	X	-	-
AL-013-0088	-	L	-	-	X	-	-
AL-013-0089	-	L	-	-	X	-	-
AL-013-0094	-	L	-	-	X	-	-
AL-013-0095	-	M	-	-	X	-	-
AL-024-0024T	-	L	-	-	X	-	-
AL-024-0025	-	-	-	X	-	-	-
AL-024-0025T	-	-	-	X	-	-	-
AL-024-0026	-	L	-	-	X	-	-
AL-024-0032	-	L	-	-	X	-	-
AL-024-0035	X	-	-	-	-	-	-
AL-024-0042	X	-	-	-	-	-	-
AL-024-0043	-	L	-	-	X	-	-
AL-024-0054	X	-	13'	-	-	-	-
AL-024-0055	-	L	-	-	X	-	-
AL-024-0057	X	-	-	-	-	-	-
AL-024-0060	-	M	-	-	X	-	-
AL-04J-0002	X	-	8'	-	X	-	-
AL-080-0022T	X	-	-	-	-	-	-
AL-080-0047	X	-	-	-	-	-	-
AL-080-0056	X	-	-	-	-	-	-
AL-084-0034	-	M	-	-	X	-	-
AL-084-0061	-	M	-	-	X	-	-
AL-084-0062	-	M	-	-	X	-	-
AL-084-0115	-	M	-	-	X	-	-
AL-084-0125	X	-	-	-	-	-	-
AL-084-0165	-	M	-	-	X	-	-
AL-092-0047	X	-	-	-	-	-	-

	Improvements						
Sign Number	Pad Replace Y/N	Site Change (Site Type)	Path (Length) IN FEET	Remove Call Box	Relocate (location) Y/N	Revisit (Y/N)	Remove Backwall (Y/N)
AL-092-0056	-	L	-	-	X	-	-
AL-580-0016A	-	-	-	X	-	-	-
AL-580-0022	-	-	-	-	-	-	X
AL-580-0032	-	L	-	-	X	-	-
AL-580-0052	-	M	-	-	X	-	-
AL-580-0133	-	L	-	-	X	-	-
AL-580-0157	X	-	-	-	-	-	-
AL-580-0182	-	M	-	-	X	-	-
AL-580-0208T	X	-	-	-	-	-	-
AL-580-0214	-	L	-	-	X	-	-
AL-580-0224	-	-	-	-	-	-	X
AL-580-0225	-	-	-	-	-	-	X
AL-580-0228	-	L	-	-	X	-	-
AL-580-0229	-	L	-	-	X	-	-
AL-580-0235	-	M	-	-	X	-	-
AL-580-0244	-	L	-	-	X	-	-
AL-580-0245	-	L	-	-	X	-	-
AL-580-0248	-	L	-	-	X	-	-
AL-580-0252	-	L	-	-	X	-	-
AL-580-0263	-	L	-	-	X	-	-
AL-580-0266	-	L	-	-	X	-	-
AL-580-0267	-	L	-	-	X	-	-
AL-580-0278	-	L	-	-	X	-	-
AL-580-0279	-	-	-	-	-	-	X
AL-580-0296	-	L	-	-	X	-	-
AL-580-0306	X	-	2'	-	-	-	-
AL-580-0307	-	L	-	-	X	-	-
AL-580-0312T	-	-	-	-	-	-	-
AL-580-0317	-	L	-	-	X	-	-
AL-580-0318	-	L	-	-	X	-	-
AL-580-0328	-	-	-	-	-	-	X
AL-580-0329	-	-	-	-	-	-	X
AL-580-0344	-	L	-	-	X	-	-
AL-580-0345	-	L	-	-	X	-	-
AL-580-0352	-	L	-	-	X	-	-
AL-580-0362	-	L	-	-	X	-	-

	Improvements						
Sign Number	Pad Replace Y/N	Site Change (Site Type)	Path (Length) IN FEET	Remove Call Box	Relocate (location) Y/N	Revisit (Y/N)	Remove Backwall (Y/N)
AL-580-0363	-	-	-	-	-	-	X
AL-580-0372	-	-	-	-	-	-	X
AL-580-0378	-	L	-	-	X	-	-
AL-580-0379	-	L	-	-	X	-	-
AL-580-0395	-	L	-	-	X	-	-
AL-580-0406	-	L	-	-	X	-	-
AL-580-0407	-	L	-	-	X	-	-
AL-580-0417	-	L	-	-	X	-	-
AL-580-0428	-	L	-	-	X	-	-
AL-580-0442	-	L	-	-	X	-	-
AL-580-0443	X	A	-	-	X	-	-
AL-680-0002	-	L	-	-	X	-	-
AL-680-0012	-	L	-	-	X	-	-
AL-680-0018	-	L	-	-	X	-	-
AL-680-0052	-	L	-	-	X	-	-
AL-680-0068	-	-	-	-	-	-	-
AL-680-0076	-	L	-	-	X	-	-
AL-680-0082	-	-	-	-	-	-	X
AL-680-0092	-	L	-	-	X	-	-
AL-680-0093	-	L	-	-	X	-	-
AL-680-0096	-	L	-	-	X	-	-
AL-680-0097	X	-	-	-	-	-	-
AL-680-0106	-	L	-	-	X	-	-
AL-680-0123	-	L	-	-	X	-	-
AL-680-0142	-	L	-	-	X	-	-
AL-680-0143	-	L	-	-	-	-	-
AL-680-0152	-	L	-	-	X	-	-
AL-680-0153	X	-	-	-	-	-	-
AL-680-0158	-	L	-	-	X	-	-
AL-680-0159	-	L	-	-	X	-	-
AL-680-0167	-	L	-	-	X	-	-
AL-680-0168	-	L	-	-	X	-	-
AL-680-0176	-	L	-	-	X	-	-
AL-680-0177	-	M	-	-	X	-	-
AL-680-0186	-	L	-	-	X	-	-
AL-680-0187	-	L	-	-	X	-	-

	Improvements						
Sign Number	Pad Replace Y/N	Site Change (Site Type)	Path (Length) IN FEET	Remove Call Box	Relocate (location) Y/N	Revisit (Y/N)	Remove Backwall (Y/N)
AL-680-0216	-	-	-	-	-	-	X
AL-880-0032	-	M	-	-	X	-	-
AL-880-0033	X	-	-	-	-	-	-
AL-880-0056	-	M	-	-	X	-	-
AL-880-0085	X	-	-	-	-	-	-
AL-880-0099	-	M	-	-	X	-	-
AL-880-0114	-	M	-	-	X	-	-
AL-880-0115	-	M	-	-	X	-	-
AL-880-0124	-	M	-	-	X	-	-
AL-880-0125	-	M	-	-	X	-	-
AL-880-0133	-	M	-	-	X	-	-
AL-880-0176	-	M	-	-	X	-	-
AL-880-0177T	X	-	-	-	-	-	-
AL-880-0206	-	L	-	-	X	-	-
AL-880-0214	-	M	-	-	X	-	-
AL-880-0215	-	M	-	-	X	-	-
AL-880-0224	-	L	-	-	X	-	-
AL-880-0234	-	L	-	-	X	-	-
AL-880-0235	-	L	-	-	X	-	-
AL-880-0242	-	L	-	-	X	-	-
AL-880-0243	-	L	-	-	X	-	-
AL-880-0252	X	-	-	-	-	-	-
AL-880-0276	-	M	-	-	X	-	-
AL-880-0309	-	L	-	-	X	-	-
AL-880-0310	-	-	-	X	-	-	-
AL-980-0004	-	L	-	-	X	-	-
CC-004-0017	-	-	-	-	-	-	-
CC-004-0018	-	-	5'	-	-	-	-
CC-004-0046	-	-	-	-	-	-	X
CC-004-0077	X	-	-	-	-	-	-
CC-004-0084	-	L	-	-	X	-	-
CC-004-0092	-	-	-	-	-	-	X
CC-004-0093	-	M	-	-	X	-	-
CC-004-0128	-	M	-	-	X	-	-
CC-004-0129	X	-	-	-	-	-	-

	Improvements						
Sign Number	Pad Replace Y/N	Site Change (Site Type)	Path (Length) IN FEET	Remove Call Box	Relocate (location) Y/N	Revisit (Y/N)	Remove Backwall (Y/N)
CC-004-0147	-	L	-	-	X	-	-
CC-004-0152	-	L	-	-	X	-	-
CC-004-0177	-	L	-	-	X	-	-
CC-004-0186	-	L	-	-	X	-	-
CC-004-0187	-	-	1'	-	-	-	-
CC-004-0244	-	L	-	-	X	-	-
CC-004-0245	-	L	-	-	X	-	-
CC-004-0287	-	-	5'	-	-	-	-
CC-004-0296	-	L	-	-	X	-	-
CC-004-0297	-	L	-	-	X	-	-
CC-004-0314	-	L	-	-	X	-	-
CC-004-0315	-	M	-	-	X	-	-
CC-004-0317	-	M	-	-	X	-	-
CC-004-0331	-	M	-	X	-	-	-
CC-004-0351	-	-	'	X	-	-	-
CC-004-0317	-	-	'	X	-	-	-
CC-004-0451	X	-	-	-	-	-	-
CC-00C-0033	X	-	3'	-	-	-	-
CC-00K-0010	-	L	-	-	X	-	-
CC-00K-0011	-	L	-	-	X	-	-
CC-00K-0021	-	L	-	-	X	-	-
CC-00K-0031	-	L	-	-	X	-	-
CC-00K-0032	-	M	-	-	X	-	-
CC-00K-0042	-	L	-	-	X	-	-
CC-00M-0016	X	-	-	-	-	-	-
CC-00M-0034	-	M	-	-	X	-	-
CC-00M-0048	X	-	-	-	-	-	-
CC-00M-0057	X	-	-	-	-	-	-
CC-00M-0074	X	-	9'	-	-	-	-
CC-00M-0126	-	-	7'	-	-	-	-
CC-00M-0134	-	L	-	-	X	-	-
CC-00S-0003	-	M	-	-	X	-	-
CC-00S-0014	-	M	-	-	X	-	-
CC-00S-0025	-	M	-	-	X	-	-
CC-00S-0026	-	M	-	-	X	-	-
CC-00S-0036	-	M	-	-	X	-	-

	Improvements						
Sign Number	Pad Replace Y/N	Site Change (Site Type)	Path (Length) IN FEET	Remove Call Box	Relocate (location) Y/N	Revisit (Y/N)	Remove Backwall (Y/N)
CC-00S-0044	-	M	-	-	X	-	-
CC-00S-0045	-	L	-	-	X	-	-
CC-00V-0030	-	L	-	-	X	-	-
CC-00V-0039	-	M	-	-	X	-	-
CC-00V-0052	X	-	5'	-	-	-	-
CC-00V-0061	-	M	-	-	X	-	-
CC-00V-0069	-	M	-	-	X	-	-
CC-00V-0081	-	M	-	-	X	-	-
CC-00V-0098	-	M	-	-	X	-	-
CC-024-0004	-	L	-	-	X	-	-
CC-024-0005	X	L	-	-	X	-	-
CC-024-0012A	-	-	-	X	-	-	-
CC-024-0015	-	M	-	-	X	-	-
CC-024-0018	-	L	-	-	X	-	-
CC-024-0025	-	M	-	-	X	-	-
CC-024-0034	-	L	-	-	X	-	-
CC-024-0035	-	M	-	-	X	-	-
CC-024-0044	-	L	-	-	X	-	-
CC-024-0047	-	L	-	-	X	-	-
CC-024-0059	-	M	-	-	X	-	-
CC-024-0072	-	L	-	-	X	-	-
CC-024-0084	-	-	-	-	-	-	X
CC-024-0085	-	L	-	-	X	-	-
CC-04J-0025	-	-	4'	-	-	-	-
CC-080-0006	-	L	-	-	X	-	-
CC-080-0007	-	L	-	-	X	-	-
CC-080-0017	-	L	-	-	X	-	-
CC-080-0028	-	M	-	-	X	-	-
CC-080-0029	-	M	-	-	X	-	-
CC-080-0052	-	L	-	-	X	-	-
CC-080-0053	-	M	-	-	X	-	-
CC-080-0077	-	-	-	-	-	-	X
CC-080-0085	-	L	-	-	X	-	-
CC-080-0096	-	M	-	-	X	-	-
CC-080-0097	-	L	-	-	X	-	-
CC-080-0104	-	L	-	-	X	-	-

Sign Number	Improvements						
	Pad Replace Y/N	Site Change (Site Type)	Path (Length) IN FEET	Remove Call Box	Relocate (location) Y/N	Revisit (Y/N)	Remove Backwall (Y/N)
CC-080-0106A	-	-	-	-	-	X	-
CC-080-0122	-	M	-	-	X	-	-
CC-242-0005	-	L	-	-	X	-	-
CC-242-0006	-	L	-	-	X	-	-
CC-242-0016	-	L	-	-	X	-	-
CC-580-0006	-	L	-	-	X	-	-
CC-580-0019	X	-	5'	-	-	-	X
CC-580-0020	-	L	-	-	X	-	-
CC-580-0029	-	L	-	-	X	-	-
CC-580-0030	-	L	-	-	X	-	-
CC-580-0035	-	L	-	-	X	-	-
CC-580-0036	-	-	-	-	-	-	X
CC-580-0045	-	L	-	-	X	-	-
CC-580-0046	-	L	-	-	X	-	-
CC-580-0056	-	M	-	-	X	-	-
CC-580-0060	-	L	-	-	X	-	-
CC-680-0015	-	L	-	-	X	-	-
CC-680-0054	-	L	-	-	X	-	-
CC-680-0063	-	L	-	-	X	-	-
CC-680-0076	X	-	-	-	-	-	-
CC-680-0084	-	L	-	-	X	-	-
CC-680-0096	-	L	-	-	X	-	-
CC-680-0118	-	L	-	-	X	-	-
CC-680-0132	-	L	-	-	X	-	-
CC-680-0143	-	M	-	-	X	-	-
CC-680-0172	X	-	-	-	-	-	-
CC-680-0186	X	-	-	-	-	-	-
CC-680-0243	-	M	-	-	X	-	-
CC-680-045T	-	L	-	-	X	-	-
MR-001-0022	X	-	13'	-	-	-	-
MR-001-0038	-	M	15'	-	X	-	-
MR-001-0053	-	M	8'	-	X	-	-
MR-001-0075	-	M	8'	-	X	-	-
MR-001-0136	-	M	-	-	X	-	-

	Improvements						
Sign Number	Pad Replace Y/N	Site Change (Site Type)	Path (Length) IN FEET	Remove Call Box	Relocate (location) Y/N	Revisit (Y/N)	Remove Backwall (Y/N)
MR-001-0148	-	M	8'	-	X	-	-
MR-001-0169	-	M	8'	-	X	-	-
MR-001-0169	-	M	8'	-	X	-	-
MR-001-0181	-	M	8'	-	X	-	-
MR-001-0187	-	M	8'	-	X	-	-
MR-001-0206	-	M	-	-	X	-	-
MR-001-0213	-	M	8'	-	X	-	-
MR-001-0231	X	-	12'	-	X	-	-
MR-001-0249	X	-	8'	-	-	-	-
MR-001-0257	X	-	8'	-	X	-	-
MR-001-0276	-	M	7'	-	X	-	-
MR-001-0315	X	-	8'	-	X	-	-
MR-001-0331	X	-	10'	-	X	-	-
MR-001-0343	-	-	8'	-	-	-	-
MR-001-0478	X	-	9'	-	-	-	-
MR-001-0502	X	-	8'	-	X	-	-
MR-037-0119	-	M	-	-	X	-	-
MR-037-0124	-	M	-	-	X	-	-
MR-037-0132	-	M	-	-	X	-	-
MR-037-0133	-	M	-	-	X	-	-
MR-037-0134	-	M	-	-	X	-	-
MR-037-0135	-	M	-	-	X	-	-
MR-037-0143	-	L	-	-	X	-	-
MR-101-0007	-	-	2'	-	-	-	-
MR-101-0008	-	M	-	-	X	-	-
MR-101-0013	-	M	-	-	X	-	-
MR-101-0022	-	M	-	-	X	-	-
MR-101-0030	-	L	-	-	X	-	-
MR-101-0031	-	M	-	-	X	-	-
MR-101-0041A	X	A	-	-	X	-	-
MR-101-0045	-	L	-	-	X	-	-
MR-101-0046	-	M	-	-	X	-	-
MR-101-0056	-	M	-	-	X	-	-
MR-101-0067	-	-	10'	-	-	-	-
MR-101-0068	-	M	-	-	X	-	-
MR-101-0078	-	M	-	-	X	-	-

	Improvements						
Sign Number	Pad Replace Y/N	Site Change (Site Type)	Path (Length) IN FEET	Remove Call Box	Relocate (location) Y/N	Revisit (Y/N)	Remove Backwall (Y/N)
MR-101-0079	-	L	-	-	X	-	-
MR-101-0112	-	M	6'	-	X	-	-
MR-101-0113	-	L	-	-	X	-	-
MR-101-0122	-	-	-	X	-	-	-
MR-101-0134	-	M	-	-	X	-	-
MR-101-0135	X	-	-	-	-	-	-
MR-101-0147	X	-	-	-	-	-	-
MR-101-0155	X	-	-	-	-	-	-
MR-101-0164	-	M	-	-	X	-	-
MR-101-0165	-	L	-	-	X	-	-
MR-101-0179	X	-	-	-	-	-	-
MR-101-0192	-	M	-	-	X	-	-
MR-101-0193	X	-	-	-	-	-	-
MR-101-0202	-	M	-	-	X	-	-
MR-101-0214	-	L	-	-	X	-	-
MR-101-0215	-	-	-	-	-	-	-
MR-101-0224	-	L	-	-	X	-	-
MR-101-0225	-	M	-	-	X	-	-
MR-101-0235	X	-	4'	-	-	-	-
MR-101-0252	-	M	-	-	X	-	-
MR-101-0253	-	M	-	-	X	-	-
MR-101-0266	-	M	-	-	X	-	-
MR-101-0267	-	M	-	-	X	-	-
MR-580-0027	-	L	-	-	X	-	-
MR-580-0032	-	-	9'	-	-	-	-
MR-580-0033	-	M	-	-	X	-	-
NP-012-0005	-	M	1'	-	X	-	-
NP-029-0016	-	M	-	-	X	-	-
NP-029-0036	X	-	-	-	-	-	-
NP-029-0037	X	-	-	-	-	-	-
NP-029-0047	-	M	-	-	X	-	-
NP-029-0057	-	M	-	-	X	-	-
NP-029-0065	X	-	-	-	-	-	-
NP-029-0077	X	-	2'	-	-	-	-
NP-029-0086	-	M	-	-	X	-	-

	Improvements						
Sign Number	Pad Replace Y/N	Site Change (Site Type)	Path (Length) IN FEET	Remove Call Box	Relocate (location) Y/N	Revisit (Y/N)	Remove Backwall (Y/N)
NP-029-0087	-	M	8'	-	X	-	-
NP-029-0095	-	M	-	-	X	-	-
NP-029-0096	-	M	-	-	X	-	-
NP-029-0106	-	M	-	-	X	-	-
NP-029-0107	X	-	-	-	-	-	-
NP-029-0155	-	M	-	-	X	-	-
NP-029-0156	X	-	-	-	-	-	-
NP-029-0166	-	M	-	-	X	-	-
NP-029-0176	-	M	-	-	X	-	-
NP-029-0185	-	M	-	-	X	-	-
NP-029-0186	X	-	-	-	-	-	-
NP-029-0196	X	-	-	-	-	-	-
NP-029-0197	X	-	-	-	-	-	-
NP-029-0216	X	-	-	-	-	-	-
NP-029-0222	-	M	-	-	X	-	-
NP-029-0256	-	M	-	-	X	-	-
NP-029-0296	-	M	-	-	X	-	-
NP-029-0306	-	M	-	-	X	-	-
NP-029-0315	X	-	7'	-	-	-	-
NP-029-0317	-	M	6'	-	X	-	-
NP-029-0325	-	M	-	-	X	-	-
NP-029-0336	X	-	-	-	-	-	-
NP-029-0347	X	-	-	-	-	-	-
NP-029-0366	X	-	-	-	-	-	-
NP-029-0402	-	M	-	-	X	-	-
NP-029-0419	X	-	-	-	-	-	-
NP-029-0441	X	-	6'	-	-	-	-
NP-029-0473	X	-	7'	-	-	-	-
NP-121-0036	X	-	27'	-	-	-	-
NP-121-0114	-	M	8'	-	X	-	-
NP-121-0143	-	M	-	-	X	-	-
NP-121-0164	-	M	7'	-	X	-	-
NP-121-0216	X	-	-	-	-	-	-
NP-128-0006	X	-	-	-	-	-	-
NP-128-0011	X	-	-	-	-	-	-
NP-128-0075	-	M	-	-	X	-	-

	Improvements						
Sign Number	Pad Replace Y/N	Site Change (Site Type)	Path (Length) IN FEET	Remove Call Box	Relocate (location) Y/N	Revisit (Y/N)	Remove Backwall (Y/N)
NP-128-0101	-	M	-	-	X	-	-
NP-128-0114	-	M	-	-	X	-	-
NP-128-0122	-	M	-	-	X	-	-
NP-128-0154	-	M	-	-	X	-	-
NP-128-0169	-	M	-	-	X	-	-
NP-128-0215	-	M	-	-	X	-	-
NP-128-0251	-	M	7'	-	X	-	-
NP-128-0262	-	M	-	-	X	-	-
NP-128-0312	-	M	-	-	X	-	-
SC-009-0003	X	-	-	-	-	-	-
SC-009-0021	-	M	20'	-	-	-	-
SC-009-0027	-	M	-	-	X	-	-
SC-009-0039	-	M	-	-	X	-	-
SC-009-0079	-	M	-	-	X	-	-
SC-009-0088	-	M	-	-	X	-	-
SC-009-0102	-	M	-	-	X	-	-
SC-017-0006	-	L	-	-	-	-	-
SC-017-0009	-	L	-	-	-	-	-
SC-017-0019	X	M	-	-	-	-	-
SC-017-0022	-	M	-	-	-	-	X
SC-017-0027	-	L	-	-	X	-	-
SC-017-0028	-	L	-	-	X	-	-
SC-017-0032	-	L	-	-	X	-	-
SC-017-0034	-	L	-	-	X	-	-
SC-017-0035	-	L	-	-	X	-	-
SC-017-0042	-	M	-	-	X	-	-
SC-017-0052	-	L	-	-	X	-	-
SC-017-0053	-	L	-	-	X	-	-
SC-017-0082	-	L	-	-	-	-	X
SC-017-0094	-	L	-	-	X	-	-
SC-017-0095	-	L	-	-	-	-	-
SC-017-0106	-	L	-	-	-	-	-
SC-035-0013	-	-	8'	-	-	-	-
SC-035-0021	-	-	8'	-	-	-	-
SC-035-0037	-	-	30'	-	-	-	-

	Improvements						
Sign Number	Pad Replace Y/N	Site Change (Site Type)	Path (Length) IN FEET	Remove Call Box	Relocate (location) Y/N	Revisit (Y/N)	Remove Backwall (Y/N)
SC-035-0049	X	-	-	-	-	-	-
SC-035-0079	X	A	10'	-	X	-	-
SC-035-0096	-	M	-	-	X	-	-
SC-035-0100	-	-	26'	-	-	-	-
SC-035-0109	-	M	-	-	X	-	-
SC-035-0117	X	-	8'	-	-	-	-
SC-035-0131	-	M	-	-	X	-	-
SC-035-0150	X	M	9'	-	X	-	-
SC-035-0161	X	-	27'	-	-	-	-
SC-035-0170	-	-	23'	-	-	-	-
SC-085-0059	-	L	-	-	X	-	-
SC-085-0076	-	-	-	-	X	-	-
SC-085-0090	-	L	-	-	X	-	-
SC-085-0100T	-	L	-	-	-	-	X
SC-085-0106	-	L	-	-	X	-	-
SC-085-0107	-	L	-	-	X	-	-
SC-085-0118	-	L	-	-	X	-	-
SC-085-0131	-	L	-	-	X	-	-
SC-085-0132	-	L	-	-	X	-	-
SC-085-0140	-	L	-	-	X	-	-
SC-085-0140	-	L	-	-	X	-	-
SC-085-0148	-	L	-	-	X	-	-
SC-085-0149	-	L	-	-	X	-	-
SC-085-0157	-	L	-	-	X	-	-
SC-085-0158	-	-	-	-	X	-	-
SC-085-0173	-	-	-	-	X	-	X
SC-085-0205	-	L	-	-	X	-	-
SC-085-0214	X	-	-	-	-	-	-
SC-085-0214	-	L	-	-	X	-	-
SC-085-0222	-	L	-	-	X	-	-
SC-085-023T	-	L	-	-	X	-	-
SC-087-0000T	-	M	-	-	X	-	-
SC-087-0014	-	L	-	-	X	-	-
SC-087-0025	-	L	-	-	X	-	-
SC-087-0026	-	L	-	-	X	-	-
SC-087-0032	-	L	-	-	X	-	-

	Improvements						
Sign Number	Pad Replace Y/N	Site Change (Site Type)	Path (Length) IN FEET	Remove Call Box	Relocate (location) Y/N	Revisit (Y/N)	Remove Backwall (Y/N)
SC-087-0048T	-	0	'	X	-	X	-
SC-0G4-0027	-	L	-	-	X	-	-
SC-0G4-0046	-	-	-	X	-	-	-
SC-0G4-0056	-	L	-	-	X	-	-
SC-0G4-0066	-	-	-	X	-	-	-
SC-0G4-0067	-	-	-	X	-	-	-
SC-0G4-0074	-	L	-	-	X	-	-
SC-0G4-0075	-	L	-	-	X	-	-
SC-0G4-0099	-	-	-	X	-	-	-
SC-0G4-0108	-	-	-	X	-	-	-
SC-0G4-0109	-	-	-	X	-	-	-
SC-0G4-0116	-	-	-	X	-	-	-
SC-0G4-0117	-	-	-	X	-	-	-
SC-0G4-0125	-	-	-	X	-	-	-
SC-0G4-0126	-	-	-	X	-	-	-
SC-0G4-0131	-	-	-	X	-	-	-
SC-0G4-0132	-	L	-	-	X	-	-
SC-0G4-0142	-	-	-	X	-	-	-
SC-101-0001	-	-	20'	-	-	-	-
SC-101-0013	-	-	-	-	-	-	X
SC-101-0028	-	M	-	-	X	-	-
SC-101-0104	-	-	12'	-	-	-	-
SC-101-0132	-	-	1'	-	-	-	-
SC-101-0142	-	-	15'	-	-	-	-
SC-101-0174	-	-	1'	-	-	-	-
SC-101-0186	-	-	-	-	-	-	X
SC-101-0187	-	L	-	-	X	-	-
SC-101-0196	-	M	-	-	X	-	-
SC-101-0206	-	-	-	-	-	-	X
SC-101-0207	-	L	-	-	X	-	-
SC-101-0214	-	L	-	-	X	-	-
SC-101-0215	-	L	-	-	X	-	-
SC-101-0226	-	L	-	-	X	-	-
SC-101-0227	-	L	-	-	X	-	-
SC-101-0246	-	L	-	-	X	-	-
SC-101-0247	-	L	-	-	X	-	-

	Improvements						
Sign Number	Pad Replace Y/N	Site Change (Site Type)	Path (Length) IN FEET	Remove Call Box	Relocate (location) Y/N	Revisit (Y/N)	Remove Backwall (Y/N)
SC-101-0269	-	L	-	-	X	-	-
SC-101-0284	-	L	-	-	X	-	-
SC-101-0296	-	L	-	-	X	-	-
SC-101-0306	-	L	-	-	X	-	-
SC-101-0324	-	L	-	-	X	-	-
SC-101-0332	-	L	-	-	X	-	-
SC-101-0333	-	L	-	-	X	-	-
SC-101-0364	-	L	-	-	X	-	-
SC-101-0365	-	L	-	-	X	-	-
SC-101-0376	-	-	-	-	-	-	X
SC-101-0393	-	L	-	-	X	-	-
SC-101-0422	-	M	-	-	X	-	-
SC-101-0423	X	-	-	-	-	-	-
SC-101-0438	-	M	-	-	X	-	-
SC-101-0439	-	M	-	-	X	-	-
SC-130-0200	X	-	-	-	-	-	-
SC-152-0184	X	-	18'	-	-	-	-
SC-152-0216	-	M	-	-	X	-	-
SC-152-0231	-	L	-	-	X	-	-
SC-152-0237	-	L	-	-	X	-	-
SC-152-0246	-	M	-	-	X	-	-
SC-152-0273	-	L	-	-	X	-	-
SC-152-0285	-	M	-	-	X	-	-
SC-152-0286	-	M	-	-	X	-	-
SC-152-0290	-	M	-	-	X	-	-
SC-152-0291	-	-	5'	-	-	-	-
SC-152-0301	-	M	-	-	X	-	-
SC-152-0306	-	L	-	-	X	-	-
SC-152-0307	X	-	-	-	-	-	-
SC-152-0317	-	M	-	-	X	-	-
SC-152-0326	-	M	-	-	X	-	-
SC-152-0327	-	L	-	-	X	-	-
SC-152-0336	-	L	-	-	X	-	-
SC-152-0337	-	L	-	-	X	-	-
SC-152-0346	-	L	-	-	X	-	-
SC-152-0352	-	L	-	-	X	-	-

	Improvements						
Sign Number	Pad Replace Y/N	Site Change (Site Type)	Path (Length) IN FEET	Remove Call Box	Relocate (location) Y/N	Revisit (Y/N)	Remove Backwall (Y/N)
SC-237-0006	-	M	-	-	X	-	-
SC-237-0007	-	M	-	-	X	-	-
SC-237-0023	-	M	-	-	X	-	-
SC-237-0038	-	M	-	-	X	-	-
SC-237-0051	-	L	-	-	X	-	-
SC-237-0078	-	M	-	-	X	-	-
SC-280-0005	-	L	-	-	X	-	-
SC-280-0006	-	L	-	-	X	-	-
SC-280-0013	-	L	-	-	X	-	-
SC-280-0036	-	L	-	-	X	-	-
SC-280-0047R	-	L	-	-	X	-	-
SC-280-0055R	-	L	-	-	X	-	-
SC-280-0057T	X	-	5'	-	-	-	-
SC-280-0065	-	L	-	-	X	-	-
SC-280-0094	-	L	-	-	X	-	-
SC-280-0095	-	L	-	-	X	-	-
SC-280-0106T	X	-	5'	-	-	-	-
SC-280-0107T	-	L	-	-	-	-	-
SC-280-0109	-	L	-	-	X	-	-
SC-280-0115	-	L	-	-	X	-	-
SC-280-0126	-	-	-	-	-	-	-
SC-280-0127	-	Y	-	-	X	-	-
SC-280-0136	-	L	-	-	X	-	-
SC-280-0137	-	L	-	-	X	-	-
SC-280-0146	-	L	-	-	X	-	-
SC-280-0147	-	L	-	-	X	-	-
SC-280-0156	-	L	-	-	X	-	-
SC-280-0166	-	L	-	-	X	-	-
SC-280-0167	-	L	-	-	X	-	-
SC-280-0176	-	L	-	-	X	-	-
SC-280-0196	-	L	-	-	X	-	-
SC-280-0197	-	L	-	-	X	-	-
SC-680-0004	-	M	-	-	X	-	-
SC-680-0005	-	M	-	-	X	-	-
SC-680-0015	-	L	-	-	X	-	-

	Improvements						
Sign Number	Pad Replace Y/N	Site Change (Site Type)	Path (Length) IN FEET	Remove Call Box	Relocate (location) Y/N	Revisit (Y/N)	Remove Backwall (Y/N)
SC-680-0016	-	M	-	-	X	-	-
SC-680-0029	X	-	-	-	-	-	-
SC-680-0045	X	-	-	-	-	-	-
SC-680-0058	-	M	-	-	X	-	-
SC-680-0074	X	-	-	-	-	-	-
SC-880-0002	-	M	-	-	X	-	-
SC-880-0003	-	L	-	-	X	-	-
SC-880-0062	X	-	-	-	-	-	-
SC-880-0074	X	-	-	-	-	-	-
SC-880-0075	X	-	-	-	-	-	-
SC-880-0088	X	-	-	-	-	-	-
SF-001-0060	X	-	-	-	-	-	-
SF-001-0061	-	M	-	-	X	-	-
SF-101-0003	-	-	-	-	-	-	X
SF-101-0011	-	L	-	-	X	-	-
SF-101-0019	-	-	-	-	-	-	X
SF-101-0025	-	M	-	-	X	-	-
SF-280-0008	-	M	-	-	X	-	-
SF-280-0009	-	L	-	-	X	-	-
SF-280-0030	-	M	-	-	X	-	-
SF-280-0031	X	-	-	-	-	-	-
SF-280-0040T	-	-	-	X	-	-	-
SF-280-0041	-	M	-	-	X	-	-
SF-280-0063	-	L	-	-	X	-	-
SM-001-0007	X	-	10'	-	-	-	-
SM-001-0017	X	-	-	-	-	-	-
SM-001-0028	-	M	-	-	X	-	-
SM-001-0038	X	-	7'	-	-	-	-
SM-001-0048	X	-	-	-	-	-	-
SM-001-0064	X	-	-	-	-	-	-
SM-001-0090	X	-	5'	-	-	-	-
SM-001-0098	X	-	-	-	-	-	-
SM-001-0126	X	-	13'	-	-	-	-
SM-001-0151	-	M	-	-	X	-	-

	Improvements						
Sign Number	Pad Replace Y/N	Site Change (Site Type)	Path (Length) IN FEET	Remove Call Box	Relocate (location) Y/N	Revisit (Y/N)	Remove Backwall (Y/N)
SM-001-0161	X	-	16'	-	-	-	-
SM-001-0175	X	-	20'	-	-	-	-
SM-001-0181	X	-	-	-	-	-	-
SM-001-0195	-	L	-	-	X	-	-
SM-001-0205	-	L	-	-	X	-	-
SM-001-0217	-	M	-	-	X	-	-
SM-001-0230	X	-	-	-	-	-	-
SM-001-0240	-	M	-	-	X	-	-
SM-001-0251	-	M	-	-	X	-	-
SM-001-0260	-	L	-	-	X	-	-
SM-001-0271	X	-	-	-	-	-	-
SM-001-0306	-	M	-	-	X	-	-
SM-001-0316	-	M	-	-	X	-	-
SM-001-0329	-	M	-	-	X	-	-
SM-001-0336	X	-	-	-	-	-	-
SM-001-0346	X	-	-	-	-	-	-
SM-001-0357	X	A	-	-	X	-	-
SM-001-0367	X	A	10'	-	X	-	-
SM-001-0375	-	M	-	-	X	-	-
SM-001-0407	-	M	-	-	X	-	-
SM-001-0412	-	L	-	-	X	-	-
SM-001-0417	-	L	-	-	X	-	-
SM-001-0418	-	L	-	-	X	-	-
SM-001-0427	-	L	-	-	X	-	-
SM-001-0428	X	-	-	-	-	-	-
SM-001-0433	-	L	-	-	X	-	-
SM-001-0434	-	L	-	-	X	-	-
SM-001-0441	-	L	-	-	X	-	-
SM-001-0442	-	L	-	-	X	-	-
SM-001-0448	-	L	-	-	X	-	-
SM-001-0449	-	L	-	-	X	-	-
SM-001-0457	-	-	-	-	-	-	X
SM-001-0464	X	-	-	-	-	-	-
SM-001-0465	-	L	-	-	X	-	-
SM-001-0471	-	L	-	-	X	-	-
SM-001-0472	-	M	-	-	X	-	-

	Improvements						
Sign Number	Pad Replace Y/N	Site Change (Site Type)	Path (Length) IN FEET	Remove Call Box	Relocate (location) Y/N	Revisit (Y/N)	Remove Backwall (Y/N)
SM-001-0480	X	-	-	-	-	-	-
SM-001-0481	-	-	-	-	-	-	X
SM-035-0010	X	A	10'	-	-	-	-
SM-035-0022	X	A/HR	20'	-	-	-	-
SM-035-0033	X	-	20'	-	-	-	-
SM-035-0042	X	-	10'	-	-	-	-
SM-035-0050	X	-	'	-	-	-	-
SM-035-0061	X	-	'	-	-	-	-
SM-035-0071	X	-	15'	-	X	-	-
SM-035-0082	-	M	'	-	X	-	-
SM-035-0109	-	-	-	-	-	-	X
SM-035-0131	X	-	-	-	-	-	-
SM-035-0140	X	-	2'	-	-	-	-
SM-035-0149	X	-	20'	-	X	-	-
SM-035-0161	X	-	15'	-	-	-	-
SM-035-0178	X	-	-	-	-	-	-
SM-035-0189	-	-	8'	-	-	-	-
SM-035-0199	-	-	5'	-	X	-	-
SM-035-0208	X	-	17'	-	-	-	-
SM-035-0221	X	-	15'	-	-	-	-
SM-035-0232	-	-	-	-	-	-	X
SM-035-0233	-	F	-	-	X	-	-
SM-035-0239	X	-	-	-	-	-	-
SM-035-0250	-	-	-	-	-	-	X
SM-035-0251	X	-	-	-	-	-	-
SM-035-0260	-	L	-	-	X	-	-
SM-035-0261	-	M	-	-	X	-	-
SM-035-0271	-	M	-	-	X	-	-
SM-035-0280	-	L	-	-	X	-	-
SM-035-0281	-	L	-	-	X	-	-
SM-035-0289	-	-	-	-	-	-	X
SM-035-0290	-	-	-	-	X	-	-
SM-035-0299	-	-	-	-	-	-	X
SM-035-0300	-	M	-	-	X	-	-
SM-035-0305	-	-	-	-	-	-	X
SM-035-0315	X	-	-	-	-	-	-

	Improvements						
Sign Number	Pad Replace Y/N	Site Change (Site Type)	Path (Length) IN FEET	Remove Call Box	Relocate (location) Y/N	Revisit (Y/N)	Remove Backwall (Y/N)
SM-035-0316	-	-	-	-	-	-	X
SM-084-0021	X	-	5'	-	-	-	-
SM-084-0030	X	-	10'	-	-	-	-
SM-084-0039	-	-	-	-	-	-	-
SM-084-0048	X	-	2'	-	-	-	-
SM-084-0068	X	-	-	-	-	-	-
SM-084-0081	-	M	-	-	X	-	-
SM-084-0111	X	-	-	-	-	-	-
SM-084-0119	X	-	-	-	-	-	-
SM-084-0131	X	-	8'	-	-	-	-
SM-084-0139	X	-	20'	-	-	-	-
SM-084-0162	-	-	-	-	X	-	-
SM-084-0171	-	M	-	-	-	-	-
SM-084-0180	X	-	5'	-	-	-	-
SM-084-0191	X	-	10'	-	-	-	-
SM-084-0213	X	-	-	-	-	-	-
SM-084-0220	-	L	-	-	X	-	-
SM-084-0221	-	L	-	-	X	-	-
SM-084-0224	-	L	-	-	X	-	-
SM-084-0225	X	-	-	-	-	-	-
SM-084-0246	-	L	-	-	X	-	-
SM-084-0247	-	L	-	-	X	-	-
SM-084-0261	X	-	-	-	-	-	-
SM-092-0033	-	M	-	-	X	-	-
SM-092-0046	-	-	6'	-	-	-	-
SM-092-0051	-	M	-	-	X	-	-
SM-092-0054	X	M	18'	-	X	-	-
SM-092-0075	-	M	-	-	X	-	-
SM-092-0080	-	M	-	-	X	-	-
SM-092-0086	-	L	-	-	X	-	-
SM-092-0087	X	-	-	-	-	-	-
SM-092-0096	-	M	-	-	X	-	X
SM-092-0097	-	L	-	-	X	-	-
SM-092-0106	-	-	-	-	X	-	-
SM-092-0107	-	M	-	-	X	-	-
SM-092-0117	-	L	-	-	X	-	-

	Improvements						
Sign Number	Pad Replace Y/N	Site Change (Site Type)	Path (Length) IN FEET	Remove Call Box	Relocate (location) Y/N	Revisit (Y/N)	Remove Backwall (Y/N)
SM-092-0129	-	M	-	-	X	-	-
SM-092-0138	X	-	-	-	-	-	-
SM-101-0004	-	M	-	-	X	-	-
SM-101-0005	-	M	-	-	X	-	-
SM-101-0012	-	M	-	-	X	-	-
SM-101-0013	-	M	-	-	X	-	-
SM-101-0022	-	M	-	-	X	-	-
SM-101-0023	-	M	-	-	X	-	-
SM-101-0033	-	L	-	-	X	-	-
SM-101-0034	-	M	-	-	X	-	-
SM-101-0079	-	M	-	-	X	-	-
SM-101-0102	-	M	-	-	X	-	-
SM-101-0112	-	M	-	-	X	-	-
SM-101-0119A	-	L	-	-	X	-	-
SM-101-0123	-	M	-	-	X	-	-
SM-101-0132	-	M	-	-	X	-	-
SM-101-0186	-	M	-	-	X	-	-
SM-101-0186T	-	M	-	-	X	-	-
SM-101-0204	-	M	-	-	X	-	-
SM-101-0204T	X	-	-	-	-	-	-
SM-101-0205	-	M	-	-	X	-	-
SM-101-0205T	X	-	-	-	-	-	-
SM-101-0211T	-	M	-	-	X	-	-
SM-101-0213T	X	-	-	-	-	-	-
SM-101-0236	-	M	-	-	X	-	-
SM-101-0237	X	-	-	-	-	-	-
SM-101-0246	-	M	-	-	X	-	-
SM-101-0247	X	-	-	-	-	-	-
SM-101-0256	-	M	-	-	X	-	-
SM-101-0257	X	-	-	-	-	-	-
SM-280-0004	X	-	-	-	-	-	-

	Improvements						
Sign Number	Pad Replace Y/N	Site Change (Site Type)	Path (Length) IN FEET	Remove Call Box	Relocate (location) Y/N	Revisit (Y/N)	Remove Backwall (Y/N)
SM-280-0005	-	M	-	-	X	-	-
SM-280-0012	-	-	-	-	-	-	-
SM-280-0013	-	-	-	-	X	-	-
SM-280-0014T	-	-	-	-	-	-	X
SM-280-0016	X	-	-	-	-	-	-
SM-280-0017	X	-	-	-	-	-	-
SM-280-0019T	X	-	-	-	-	-	-
SM-280-0026	X	-	-	-	-	-	-
SM-280-0027	-	L	-	-	X	-	-
SM-280-0036	-	L	-	-	X	-	-
SM-280-0037	X	-	-	-	-	-	-
SM-280-0042	-	M	-	-	X	-	-
SM-280-0043	-	-	-	-	-	-	-
SM-280-0046	X	-	-	-	-	-	-
SM-280-0047	X	-	-	-	-	-	-
SM-280-0056	-	L	-	-	X	-	-
SM-280-0057	-	L	-	-	X	-	-
SM-280-0062	-	-	-	-	-	-	X
SM-280-0063	X	-	-	-	-	-	-
SM-280-0068	-	M	-	-	X	-	X
SM-280-0069	-	M	-	-	X	-	-
SM-280-0072	-	M	-	-	X	-	X
SM-280-0073	-	M	-	-	X	-	-
SM-280-0082	-	M	-	-	X	-	-
SM-280-0083	-	M	-	-	X	-	-
SM-280-0086	-	M	-	-	X	-	X
SM-280-0087	-	M	-	-	X	-	-
SM-280-0097	-	L	-	-	X	-	-
SM-280-0102	-	M	-	-	X	-	-
SM-280-0103	-	M	-	-	X	-	-
SM-280-0106	-	L	-	-	X	-	-
SM-280-0107	-	F	-	-	X	-	-
SM-280-0107T	X	-	-	-	-	-	-
SM-280-0116	-	M	-	-	X	-	X

	Improvements						
Sign Number	Pad Replace Y/N	Site Change (Site Type)	Path (Length) IN FEET	Remove Call Box	Relocate (location) Y/N	Revisit (Y/N)	Remove Backwall (Y/N)
SM-280-0117	-	L	-	-	X	-	-
SM-280-0124	-	L	-	-	X	-	-
SM-280-0125	-	L	-	-	X	-	-
SM-280-0132	-	-	-	-	-	-	X
SM-280-0133	-	F	-	-	X	-	-
SM-280-0136A	-	-	-	-	-	-	-
SM-280-0142	-	-	-	-	-	-	X
SM-280-0143	-	L	-	-	X	-	-
SM-280-0145A	-	-	-	-	-	-	-
SM-280-0147	-	L	-	-	X	-	-
SM-280-0162	-	L	-	-	X	-	-
SM-280-0163	-	L	-	-	X	-	-
SM-280-0172	-	L	-	-	X	-	-
SM-280-0173	-	L	-	-	X	-	-
SM-280-0183	-	L	-	-	X	-	-
SM-280-0192	X	-	-	-	-	-	-
SM-280-0193	-	L	-	-	X	-	-
SM-280-0206	-	L	-	-	X	-	-
SM-280-0207	-	F	-	-	X	-	-
SM-280-0211T	-	-	-	-	-	-	X
SM-280-0212	-	L	-	-	X	-	-
SM-280-0213	-	L	-	-	X	-	-
SM-280-0213T	-	L	-	-	X	-	-
SM-280-0219	-	-	-	-	-	-	X
SM-280-0226	-	L	-	-	X	-	-
SM-280-0227	-	M	-	-	X	-	-
SM-280-0234	-	L	-	-	X	-	-
SM-280-0235	-	-	-	-	-	-	X
SM-280-0241	-	L	-	-	X	-	-
SM-280-0242	-	L	-	-	X	-	-
SM-280-0248	-	-	-	-	-	-	X
SM-280-0249	-	L	-	-	X	-	-
SM-280-0258	-	-	-	-	-	-	X

	Improvements						
Sign Number	Pad Replace Y/N	Site Change (Site Type)	Path (Length) IN FEET	Remove Call Box	Relocate (location) Y/N	Revisit (Y/N)	Remove Backwall (Y/N)
SM-280-0259	-	-	-	-	-	-	-
SM-280-0269	X	-	-	-	-	-	-
SM-280-0272T	-	-	-	-	-	-	X
SM-280-0273T	-	L	-	-	X	-	-
SM-280-0274	-	-	-	-	-	-	X
SM-280-0275	-	M	-	-	X	-	-
SM-380-0046	-	L	-	-	X	-	-
SM-380-0052	-	M	-	-	X	-	-
SM-380-0053	-	M	-	-	X	-	-
SM-380-0057	X	-	-	-	-	-	-
SN-001-0002	X	-	-	-	-	-	-
SN-001-0010	-	M	-	-	X	-	-
SN-001-0049	X	-	5'	-	-	-	-
SN-001-0092	X	-	10'	-	-	-	X
SN-001-0124	-	M	-	-	X	-	-
SN-001-0159	X	-	10'	-	-	-	-
SN-001-0205	-	-	8'	-	X	-	-
SN-001-0229	-	-	13'	-	-	-	-
SN-101-0369	-	L	-	-	X	-	-
SN-101-0376	-	L	-	-	-	-	-
SN-001-0408	-	-	8'	-	X	-	-
SN-001-0451	-	M	-	-	X	-	-
SN-001-0461	-	-	8'	-	X	-	-
SN-001-0467	-	-	7'	-	X	-	-
SN-001-0475	-	-	10'	-	X	-	-
SN-001-0491	-	-	7'	-	X	-	-
SN-001-0509	-	-	7'	-	-	-	-
SN-001-0523	X	-	4'	-	X	-	-
SN-001-0539	-	L	-	-	X	-	-
SN-001-0545	-	-	8'	-	X	-	-
SN-001-0563	-	-	25'	-	-	-	-
SN-001-0583	X	-	10'	-	-	-	-
SN-012-0115	-	M	-	-	X	-	-
SN-012-0125	-	M	-	-	X	-	-

	Improvements						
Sign Number	Pad Replace Y/N	Site Change (Site Type)	Path (Length) IN FEET	Remove Call Box	Relocate (location) Y/N	Revisit (Y/N)	Remove Backwall (Y/N)
SN-012-0134	-	M	-	-	X	-	-
SN-012-0135	X	-	-	-	-	-	-
SN-012-0144	-	-	3'	-	-	-	X
SN-012-0145	-	-	-	-	-	-	-
SN-012-0152	X	-	-	-	-	-	-
SN-012-0153	-	L	-	-	X	-	-
SN-012-0160	-	M	-	-	X	-	-
SN-012-0161	-	L	-	-	X	-	-
SN-012-0209	-	M	-	-	X	-	-
SN-012-0210	-	M	-	-	X	-	-
SN-012-0221	-	M	-	-	X	-	-
SN-012-0235	-	M	5'	-	X	-	-
SN-012-0401	-	-	19'	-	-	-	-
SN-037-0002	X	-	9'	-	-	-	-
SN-037-0003	X	-	3'	-	-	-	-
SN-037-0012	-	M	-	-	X	-	-
SN-037-0013	-	M	-	-	X	-	-
SN-037-0022	-	M	-	-	X	-	-
SN-037-0023	-	M	-	-	X	-	-
SN-037-0033	-	M	-	-	X	-	-
SN-037-0036	X	-	3'	-	-	-	-
SN-037-0037	-	L	-	-	X	-	-
SN-101-0002	-	M	-	-	X	-	-
SN-101-0003	X	-	-	-	-	-	-
SN-101-0013	-	-	-	-	-	-	X
SN-101-0033	-	M	-	-	X	-	-
SN-101-0043	-	M	-	-	X	-	-
SN-101-0052	-	-	-	-	-	-	-
SN-101-0053	-	-	-	-	-	-	-
SN-101-0056	-	M	-	-	X	-	-
SN-101-0057	-	M	-	-	X	-	-
SN-101-0066	-	M	-	-	X	-	-
SN-101-0067	-	M	-	-	X	-	-
SN-101-0076	-	M	-	-	X	-	-
SN-101-0077	-	M	-	-	X	-	-
SN-101-0093	-	L	-	-	X	-	-

	Improvements						
Sign Number	Pad Replace Y/N	Site Change (Site Type)	Path (Length) IN FEET	Remove Call Box	Relocate (location) Y/N	Revisit (Y/N)	Remove Backwall (Y/N)
SN-101-0102	-	-	-	-	-	-	X
SN-101-0103	-	M	-	-	X	-	-
SN-101-0117	X	-	-	-	-	-	-
SN-101-0133	X	-	-	-	-	-	-
SN-101-0167	-	M	-	-	X	-	-
SN-101-0184	-	M	-	-	X	-	-
SN-101-0192	-	M	-	-	X	-	-
SN-101-0295	-	L	-	-	X	-	-
SN-101-0302	-	F	-	-	X	-	-
SN-101-0303	-	L	-	-	X	-	-
SN-101-0323	-	L	-	-	X	-	-
SN-101-0346	-	L	-	-	X	-	-
SN-101-0347	-	L	-	-	X	-	-
SN-101-0358	-	L	-	-	X	-	-
SN-101-0359	-	-	-	-	-	-	X
SN-101-0365	-	L	-	-	X	-	-
SN-101-0368	-	L	-	-	X	-	-
SN-101-0369	-	L	-	-	X	-	-
SN-101-0376	-	L	-	-	-	-	-
SN-101-0377	-	L	-	-	X	-	-
SN-101-0378	-	L	-	-	X	-	-
SN-101-0387	X	-	-	-	-	-	-
SN-101-0397	-	L	-	-	X	-	-
SN-101-0445	-	-	-	-	-	-	X
SN-101-0454	-	M	-	-	X	-	-
SN-101-0465	-	L	-	-	X	-	-
SN-101-0476	-	-	-	-	-	-	X
SN-101-0477	-	-	-	-	-	-	X
SN-101-0486	-	L	-	-	X	-	-
SN-101-0487	-	L	-	-	X	-	-
SN-101-0494	-	L	-	-	X	-	-
SN-101-0495	-	-	-	-	-	-	X
SN-101-0515	-	L	-	-	X	-	-
SN-101-0516	-	L	-	-	X	-	-
SN-101-0527	-	L	-	-	X	-	-
SN-116-0186	X	-	7'	-	-	-	-

	Improvements						
Sign Number	Pad Replace Y/N	Site Change (Site Type)	Path (Length) IN FEET	Remove Call Box	Relocate (location) Y/N	Revisit (Y/N)	Remove Backwall (Y/N)
SN-116-0237	X	-	-	-	-	-	-
SN-116-0289	X	-	6'	-	-	-	-
SN-116-0339	-	M	-	-	X	-	-
SN-116-0368	X	-	2'	-	-	-	-
SN-116-0378	X	-	5'	-	-	-	-
SN-116-0388	-	M	-	-	X	-	-
SN-116-0398	X	-	16'	-	-	-	-
SN-116-0418	-	M	-	-	X	-	-
SN-116-0432	-	M	-	-	X	-	-
SN-116-0448	-	M	-	-	X	-	-
SN-116-0458	-	M	2'	-	X	-	-
SN-121-0018	-	M	-	-	X	-	-
SN-121-0042	-	M	-	-	X	-	-
SN-121-0052	-	M	-	-	X	-	-
SN-121-0063	-	M	-	-	X	-	-
SN-121-0071	-	-	3'	-	-	-	-
SN-121-0100	-	M	-	-	X	-	-
SN-128-0005	-	-	8'	-	-	-	-
SN-128-0011	-	-	12'	-	-	-	-
SN-128-0021	-	-	10'	-	-	-	-
SN-128-0139	-	-	7'	-	X	-	-
SN-128-0158	-	-	6'	-	-	-	-
SN-128-0206	-	G	-	-	X	-	-
SO-012-0003	-	M	'	-	X	-	-
SO-012-0012	X	-	10'	-	-	-	-
SO-012-0029	-	M	-	-	X	-	-
SO-012-0079	-	L	-	-	X	-	-
SO-012-0088	-	M	-	-	X	-	-
SO-012-0102	X	-	5'	-	-	-	-
SO-012-0132	X	-	4'	-	-	-	-
SO-012-0179	X	-	5'	-	-	-	-
SO-012-0229	-	-	3'	-	-	-	-
SO-037-0004	-	M	-	-	X	-	-
SO-037-0023	-	M	-	-	X	-	-
SO-037-0035	X	-	-	-	-	-	-

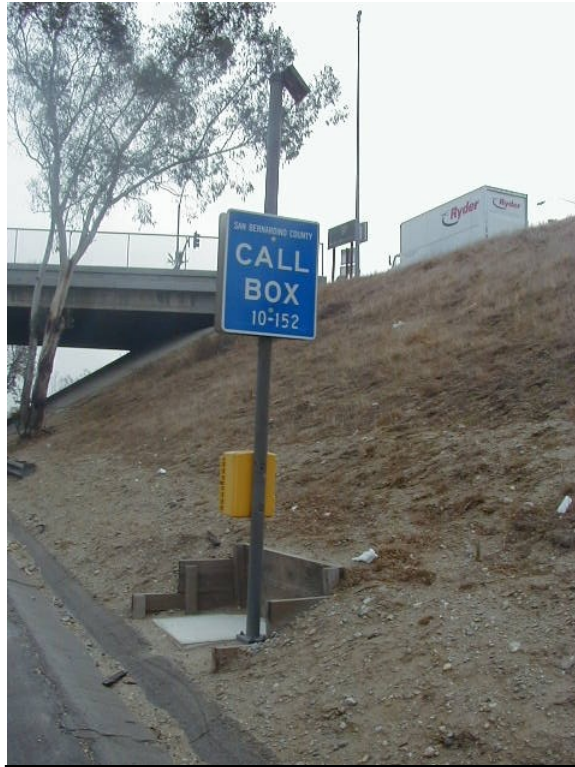
	Improvements						
Sign Number	Pad Replace Y/N	Site Change (Site Type)	Path (Length) IN FEET	Remove Call Box	Relocate (location) Y/N	Revisit (Y/N)	Remove Backwall (Y/N)
SO-037-0044	-	L	-	-	X	-	-
so-037-0052	-	L	-	-	X	-	-
SO-037-0064	-	M	-	-	X	-	-
SO-037-0065	-	L	-	-	X	-	-
SO-080-0014	-	L	-	-	X	-	-
SO-080-0015	-	M	-	-	X	-	-
SO-080-0026	-	M	-	-	X	-	-
SO-080-0036	-	L	-	-	X	-	-
SO-080-0037	-	L	-	-	X	-	-
SO-080-0045	-	M	-	-	X	-	-
SO-080-0046	-	L	-	-	X	-	-
SO-080-0056	-	L	-	-	X	-	-
SO-080-0066	-	L	-	-	X	-	-
SO-080-0096	-	L	-	-	X	-	-
SO-080-0103	-	M	-	-	X	-	-
SO-080-0112	-	L	-	-	X	-	-
SO-080-0122	-	L	-	-	X	-	-
SO-080-0123	-	L	-	-	X	-	-
SO-080-0156	-	M	-	-	X	-	-
SO-080-0192	-	L	-	-	X	-	-
SO-080-0193	X	-	-	-	-	-	-
SO-080-0202	X	-	-	-	-	-	-
SO-080-0213	-	L	-	-	X	-	-
SO-080-0222	-	M	-	-	X	-	-
SO-080-0232	-	M	-	-	X	-	-
SO-080-0233	-	L	-	-	X	-	-
SO-080-0242	-	L	-	-	X	-	-
SO-080-0254	-	M	-	-	X	-	-
SO-080-0255	-	M	-	-	X	-	-
SO-080-0268	-	M	-	-	X	-	-
SO-080-0269	-	M	-	-	X	-	-
SO-080-0284	-	M	-	-	X	-	-
SO-080-0285	-	M	-	-	X	-	-
SO-080-0315	-	L	-	-	X	-	-
SO-080-0333	-	M	-	-	X	-	-
SO-080-0353	-	M	-	-	X	-	-

	Improvements						
Sign Number	Pad Replace Y/N	Site Change (Site Type)	Path (Length) IN FEET	Remove Call Box	Relocate (location) Y/N	Revisit (Y/N)	Remove Backwall (Y/N)
SO-080-0362	X	-	-	-	-	-	-
SO-080-0373	-	L	-	-	X	-	-
SO-080-0392	X	-	8'	-	X	-	-
SO-080-0436	-	L	-	-	X	-	-
SO-080-0437	-	L	-	-	X	-	-
SO-113-0017	X	-	6'	-	X	-	-
SO-113-0027	-	-	-	X	-	-	-
SO-113-0037	X	-	7'	-	-	-	-
SO-113-0067	X	-	5'	-	-	-	-
SO-113-0077	-	M	-	-	X	-	-
SO-113-0136	-	-	-	-	-	-	-
SO-113-0146	X	-	7'	-	X	-	-
SO-113-0156	X	-	7'	-	X	-	-
SO-113-0177	-	M	-	-	X	-	-
SO-505-0004	-	L	-	-	X	-	-
SO-505-0035	-	M	15'	-	X	-	-
SO-505-0075	-	-	3'	-	-	-	-
SO-505-0085	-	-	3'	-	-	-	-
SO-505-0095	-	-	3'	-	-	-	-
SO-505-0105	-	L	-	-	X	-	-
SO-780-0009	-	M	-	-	X	-	-
SO-780-0016	-	L	-	-	X	-	-
SO-780-0017	X	-	-	-	-	-	-
SO-780-0028	-	M	-	-	X	-	-
SO-780-0029	-	M	-	-	X	-	-
SO-780-0048	-	M	-	-	X	-	-
SO-780-0049	-	M	-	-	X	-	-
SO-780-0064	-	M	-	-	X	-	-
SO-780-0065	-	-	-	-	-	-	X

APPENDIX G
CALL BOX SITE TYPES



Site Type A – installed at-grade, in soil.



Site Type B – installed in a cut-slope.



Site Type C – installed on an in-fill slope.



Site Type D – mounted on a soundwall.



Site Type E – installed behind a k-rail or concrete barrier



Site Type F – installed behind a guard rail.



Site Type G – installed at-grade, in concrete.



Site Type H or K – installed on a k-rail or concrete barrier.



Site Type L – installed behind a curb.



Site Type M – same as a Site Type F, except no guard rail.

APPENDIX H-1

TASK ORDER PROCESS

Task Orders will be numbered sequentially and by Fiscal Year (FY). For example, the first Task Order signed by the parties will be Task Order #1/08. Amendments will be numbered #1/08-1, 1/08-2, etc. The period of performance shall be as set forth in the individual Task Order.

The process for developing, signing and tracking task orders is summarized as follows:

Step 1 – The MTC SAFE Project Manager (Project Manager), or designee, prepares a draft Task Order to issue to Supplier. The Project Manager may solicit feedback from Supplier to facilitate drafting the Task Order.

*Step 2** – Supplier prepares a proposal in response to the draft Task Order. The proposal should follow the Task Order Form format specified herein Attachment I.

*Step 3** – The Project Manager reviews Supplier's proposal to determine if it meets the objectives of the draft Task Order and if Supplier's proposed costs are reasonable. The Project Manager may solicit early feedback from Caltrans at this time, if necessary. Any changes to the draft Task Order deemed appropriate by the Project Manager shall be incorporated in a draft Final Task Order.

*Step 4** – The Project Manager forwards the draft Final Task Order to MTC SAFE's Legal Counsel for review and approval.

*Step 5** – Once approved, the Project Manager forwards two copies of the Task Order to the Section Director for review and approval.

*Step 6** – The Section Director signs both copies of a Final Task Order to signify approval and returns them to the Project Manager.

Step 7 – The MTC SAFE PM sends both copies of the signed Final Task Order to Supplier, who signs both copies and returns one to the MTC SAFE PM.

Step 8 – The Project Manager sends one copy of the fully executed Task Order to the Task Lead who initiates work.

Step 9 – The Project Manager is responsible for overseeing the successful conclusion of the Task Order, and will manage the progress of the work, track invoices against the Task Order budget, and track milestone completion against the Task Order schedule.

Step 10 – Once the Project Manager determines the Task Order is complete, the Project Manager will send written notification to Supplier that the Task Order is complete and that all associated invoices are due to MTC SAFE within 30 days. Any balance of budget is made available to spend on future task orders at the Project Manager's discretion.

**The Project Manager may revise the Task Order and/or Supplier may be asked to revise the proposal based on feedback received during Steps 2 through 6.*

APPENDIX H-2
SAMPLE TASK ORDER FORM

1. Task Order No. (include FY)	<i>Example: 1-08; 2-08</i>
2. Title of Task:	
3. MTC SAFE Task Lead (if different from MTC SAFE Project Manager):	
4. Description of work:	<i>Summarize key task expectations. For more information, see <u>Detailed Description of Work (attached)</u>.</i>
5. Maximum Payment:	
6. Completion Date:	Date Schedule attached.
7. Payment terms:	<i>Check the one that applies (see 11 below for more information):</i> <input type="checkbox"/> Time and Materials <input type="checkbox"/> Lump Sum

8. Payment Terms [*complete A for Task Orders including a lump sum payment, or B for Time and Materials Task Orders.*]

A. Lump Sum Payment for Project: [*Under the circumstances, you can delete the chart below and just leave a blank for inserting a lump sum price. You can leave the asterisk note, though.*]

	<u>Deliverable</u>	<u>Total Cost*</u>
1.		\$0.00
2.		\$0.00
3.		\$0.00
	Total:	\$0.00

*Due upon satisfactory completion as determined by the Project Manager.

B. Time and Materials

Specify hourly rate for applicable personnel.

	<u>Personnel</u>	<u>Duties</u>	<u>Rate</u>	<u>Est. Hours</u>	<u>Total Cost</u>
1.			\$		\$0.00
2.			\$		\$0.00
3.			\$		\$0.00
4.			\$		\$0.00
			Total Labor:		\$0.00

<u>Activity</u>	<u>Equipment and/or Material</u>	<u>Total Cost</u>
		\$0.00

		\$0.00
		\$0.00
	Total for Equipment and Materials:	\$0.00
	TOTAL MAXIMUM PAYMENT	

METROPOLITAN TRANSPORTATION
COMMISSION SERVICE AUTHORITY FOR
FREEWAYS AND EXPRESSWAYS

TYPE SUPPLIER'S NAME

Albert Yee, Manager, Highway and Operations

Signator Name, Title

Date:_____

Date:_____

Insert pathname

Task Order Schedule

<u>Activity/Deliverable</u>	<u>Lead</u>	<u>Due Date</u>
		Date

Detailed Description of Work

APPENDIX I

GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS

GC-1 Designation of Subcontractors. The Contractor shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act, State Public Contract Code Sections 4100 *et seq.*, concerning listing of Subcontractors by all persons submitting bids for public work. As used in this Article GC-1, “Subcontractors” shall include only those Subcontractors which have an employee or employees at the jobsite who fall within one or more of the classifications contained in the applicable prevailing rate of wages in the locality in which the Work is to be performed, and shall exclude the Contractor or any Subcontractor whose only employees at the jobsite are engaged solely in the delivery of materials.

GC-2 Differing Site Conditions. The Contractor shall promptly upon discovery, and before the conditions are further disturbed, notify the Project Manager or designee, in writing, of:

- (a) Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract Documents;
- (b) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract;
- (c) Material deviations from dimensions, tolerances, conditions or locations of facilities indicated; or
- (d) Material that the Contractor believes may be hazardous waste which is not already identified as hazardous material in the Contract, as defined in Section 25117 of the State Health and Safety Code, that is required to be removed to a Class I, Class II or Class IH disposal site in accordance with provisions of existing law.

GC-3 Prevailing Wage. Contractor and each Subcontractor shall pay to all workers employed on the Work not less than the prevailing rate of wages as determined in accordance with the State Labor Code as indicated herein.

GC-3.A State Labor Code. Contractor shall comply with State Labor Code Sections 1774 and 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to MTC SAFE not more than \$50 for each calendar day or portion thereof for each worker paid less than the prevailing wage rates stipulated in the Invitation to Bidders for such work or craft in which such worker is employed for any Work done under the Contract by Contractor or by any Subcontractor under the Contract (in violation of the provisions of the State Labor Code and, in particular, State Labor Code Sections 1770 to 1780, inclusive). The amount of forfeiture shall be determined by the Labor Commissioner based on specified factors pursuant to said Section 1775. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each Worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

GC-3.B Section 1773 of the State Labor Code. Pursuant to the provisions of Section 1773 of the State Labor Code, MTC SAFE has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.8 of said Code, apprenticeship or other training programs authorized by Section 3093 of said Code, and similar purposes) applicable to the Work to be done, for straight time, overtime, Saturday, Sunday, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. Copies of the prevailing rates of wages are on file at MTC, and will be furnished by the Building Manager upon request. For crafts or classifications not shown on the prevailing wage determinations, Contractor may be required to pay the wage rate of the most closely related craft or classification shown in such determinations for Contract work.

GC-3.C Posting of Prevailing Wage Rates. A copy of the prevailing rates of wages shall be posted in a prominent place at each jobsite by the Contractor.

GC-3.D Travel and Subsistence Payments. The Contractor shall make travel and subsistence payments to each worker needed to execute the Work in accordance with the requirements in Section 1773.8 of the State Labor Code.

GC-3.E Payroll Records.

- (a) The Contractor shall comply with the provisions of State Labor Code Sections 1776 and 1812, and shall be responsible for compliance by its Subcontractors. The penalties specified in subdivision (f) of State Labor Code Section 1776 for noncompliance may be deducted from any monies due which may become due to the Contractor.
- (b) A certified copy of payroll records provided for in State Labor Code Section 1776 shall be furnished to the Project Manager or designee each week.

GC-3.F Claim for Additional Compensation. MTC SAFE will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its Bid, and will not under any circumstances be considered as the basis of a claim against MTC SAFE under the Contract.

GC-4 Payment of Taxes. The Contract Prices paid for the Work shall include full compensation for all taxes which the Contractor is required to pay whether imposed by Federal, State or local government, including, without limitation, Federal excise taxes, whether or not the laws, regulations, orders and judgments respecting such taxes are changed following submission of the Contractor's bid or execution of the Contract. The Contractor shall promptly pay such taxes when and as they become due, and shall indemnify, defend and hold harmless MTC SAFE, MTC, BATA, ABAG and all of their commissioners, directors, officers, agents, consultants, and employees against any claims, losses, liabilities, penalties, interest, damages or expenses (including attorneys' fees and related costs), resulting from failure by the Contractor or its Subcontractor and vendors to pay such taxes or comply with the applicable tax laws. MTC

SAFE will not furnish any tax exemption certificate nor sign any document designed to exempt the Contractor from payment of any tax.

GC-5 Permits and Licenses. Except as may be otherwise indicated, the Contractor shall procure all necessary permits and licenses, pay all charges and fees, comply with all permit conditions and give all notices necessary and incident to the due and lawful prosecution of the Work.

GC-6 Contractor Inspection. The Contractor shall inspect all materials, supplies and equipment that are to be used, consumed or incorporated in the Work. In addition, Contractor shall conduct a continuous program satisfactory to the Project Manager or designee of construction quality control for all Work performed under this Contract. The Contractor shall have the primary responsibility for inspecting the Work and materials; the Project Manager or designee's inspection is conducted to verify that the Contractor has performed its inspections. Any observation, verification, inspection, or approval of the Work or materials by MTC SAFE shall not relieve the Contractor of any of Contractor's obligations to fulfill the Contract as prescribed. Work and materials not meeting Contract requirements shall be made acceptable, and unsuitable work or materials may be rejected, notwithstanding that payment for such Work or materials may have been previously authorized and included in a progress payment

GC-6.A Uncovering of Work. Re-examination of questioned Work may be ordered by the Project Manager or designee at any time before Acceptance. If so ordered, the Work shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, MTC SAFE will pay for the cost of testing and of uncovering or removing and replacing for the covering or making good of the parts removed. If such Work so exposed or examined is not in accordance with the Contract Documents, the testing and uncovering or removal, replacement, and recovering shall be at the Contractor's expense.

GC-7 Removal of Rejected and Unauthorized Work. All work which has been rejected shall be promptly remedied, or removed and replaced by Contractor in an acceptable manner and no compensation will be allowed Contractor for such removal, replacement, or remedial Work.

GC-7.A Unauthorized Work. All work done beyond the lines and grades shown on the Contract Drawings or established by the Project Manager or designee, and all extra work done without written authorization will be considered as unauthorized work. Upon order of the Project Manager or designee, unauthorized work shall be remedied, removed, or replaced at the Contractor's expense.

GC-7.B Failure to Remedy. Upon failure of the Contractor to remedy, to remove, or to replace rejected or unauthorized work, or to comply promptly with any order of the Project Manager or designee made under Paragraph GC-7, the Project Manager or designee may cause rejected or unauthorized Work to be remedied, removed, or replaced by others and deduct the costs thereof from any monies due or to become due the Contractor.

GC-8 Prompt Payment.

ARTICLE 1.7 MODIFICATIONS; PERFORMANCE; PAYMENT

[Added Stats 1992 Ch. 799 § 2 (SB 56).]

§ 20104.50. Legislative intent regarding prompt payment; Interest on late payment; Procedure; Definitions (a) (1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following: (1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).

(e) For purposes of this article:

(1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

(2) A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings

(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

(f) Each local agency shall require that this article, or a summary thereof, be set-forth in the terms of any contract subject to this article.

GC-9 Resolution of Construction Claims

ARTICLE 1.5 RESOLUTION OF CONSTRUCTION CLAIMS

[Added Stats 1994 Ch. 726 § 22 (AB 3069), effective September 21, 1994. Former Article 1.5, a/so entitled "Resolution of Construction Claims" consisting of §§ 20104-20104.6, was added Stats 1990 Ch. 1414 § 2 and repealed, operative January 1, 1994, by the terms of § 20104.8.]

§ 20104. Application of article; “Public work”; “Claim”

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter I of Part 2.

(b) (1) “Public work” has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that “public work” does not include any work or improvement contracted for by the state of the Regents of the University of California.

(2) “Claim” means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991. (Added Stats 1994 Ch. 726 § 22 (AB 3069), effective September 21, 1994)

§ 20104.2 Requirements to submit claim; Agency’s response; Dispute by claimant over response; Failure of agency to respond; Inapplicability of article to tort claims

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request in

writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

(Added Stats 1994 Ch. 726 § 22 (AB 3069), effective September 21, 1994)

§ 20104.4 Procedures to resolve claims

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3(commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation of arbitration process.

(Added Stats 1994, Ch. 726 § 22 (AB 3069), effective September 21, 1994)

§ 20104.6 Payment of portion of claim which is undisputed; Payment of interest on arbitration award or judgment.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award of judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

(Added Stats 1994, Ch. 726 § 22 (AB 3069), effective September 21, 1994)

§ 20104.8 [Section repealed 1993.]

(Added Stats 1990 Ch. 1414 § 2 (AB 4165). Repealed, operative January 1, 1994, by its own terms.

**APPENDIX J,
PAYMENT BOND TO ACCOMPANY CONTRACT**

KNOW ALL MEN BY THESE PRESENTS

THAT WHEREAS, the MTC SAFE has awarded to

as Principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

AND WHEREAS, Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics or material suppliers employed on work under said contract as provided by law;

NOW, THEREFORE, We the undersigned Contractor and Surety are held and firmly bound unto the MTC SAFE in the sum of dollars _____ (\$_____), said sum being 100% of the estimated amount payable by the said the MTC SAFE under the terms of the contract, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly and by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if Contractor, his or its heirs, executors, administrators, successors, assigns or subcontractors shall fail to pay any of the persons named in Section 3181 of the Civil Code, amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, that the surety hereon will pay for the same, in an amount not exceeding the sum specified in this bond; otherwise, the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____ A.D., 2009.

Contractor

Surety

Attorney in Fact

[SEAL]